

Cornell University ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **New York State Dormitory Authority and CSEA Local 1000, AFSCME, AFL-CIO, Local 698 and United Auto Workers (UAW), Local 2110 (1999)**

Employer Name: **New York State Dormitory Authority**

Union: **CSEA, AFSCME, AFL-CIO, United Auto Workers (UAW)**

Local: **1000, 698, 2110**

Effective Date: **04/01/99**

Expiration Date: **05/31/03**

PERB ID Number: **8738**

Unit Size: **0**

Number of Pages: **77**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

8738_03312003

Nys Dormitory Authority And Int'L
Union & Its Local 2110 Uaw

new → 1292 PA
28655 WC
ORIGINAL

APRIL 1, 1999 -- MARCH 31, 2003

COLLECTIVE BARGAINING

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
RECEIVED

AGREEMENT BETWEEN

NOV 01 2000

OFFICE OF THE CHAIR

THE DORMITORY AUTHORITY OF THE STATE OF NEW YORK

AND

THE INTERNATIONAL UNION AND ITS LOCAL 2110, UNITED AUTO
WORKERS

CONTENTS

ARTICLE	PAGE
1. Recognition	1
2. Statement of Policy and Purpose	1
3. Unchallenged Representation	2
4. Employee Organization Rights	2
4.1. Exclusive Negotiations with Local 2110	2
4.2. Payroll Deduction	2
4.3. Agency Shop Fee	3
4.4. Bulletin Boards	3
4.5. Meetings	3
4.6. Access to Employees	4
4.7. List of Employees	4
4.8. Employee Organization Leave	4
5. Management Rights	5
6. No Strikes	5
7. Classification and Compensation	6
7.1. General Salary Increase	6
7.2. Merit System	6
7.3. Merit Increases and Awards	6
7.4. Promotions and Reclassifications	7
7.5. Location Differential	7
7.6. Employees Hired in Clerical I Positions	7
8. Merit System Appeals Process	8
9. Performance Evaluation System	9
10. Retirement, Survivor Benefit & Deferred Compensation	10
10.1. Retirement	10
10.2. Waiver	10
10.3. Survivor Benefit	10
10.4. Deferred Compensation Program	10
11. Health Insurance	10
11.1. Health Insurance	10
11.2. Payment of Premiums	11
11.3. Extension of Coverage	11
11.4. Supplemental Dental Insurance and Employee Optical Program	11
11.5. Employee Assistance Program	12
12. Attendance and Leave	12
12.1. Attendance Rules	12
12.2. Hours of Work	12
12.3. Holiday Observance	13
12.4. Additional Vacation Credit	14
12.5. Vacation Credit Accumulation	14
12.6. Sick Leave Accumulation	14
12.7. Use of Sick Leave at Half Pay	15

12.7	Use of Personal Leave	15
12.9	Leave for Bereavement or Family Illness	15
12.10	Use of Workers' Compensation Leave with Pay	16
12.11	Maintenance of Time Records	16
12.12	Absence - Extraordinary Circumstances	16
12.13	Emergency Duties	16
12.14	Definition - Continuous State and Authority Service	16
13.	Payroll	17
13.1	Calculation of Bi-weekly Salary Payments	17
13.2	Flexible Benefit Spending Plan	17
14.	Employee Development Program	17
15.	Working Conditions	18
15.1.	Safety Standards	18
15.2.	Work Out of Title	19
15.3.	Reimbursement for Property Damage and Requirements Concerning Safety and Clothing	19
15.4.	Parking	19
16.	Sexual Harassment	19
17.	Smoking Policy	20
18.	Travel and Moving Expenses	21
18.1.	Travel and Transportation Expenses	21
18.2	Meal and Lodging Expenses	21
18.3.	Mileage Allowance	21
18.4.	Relocation Expenses	21
18.5.	Accidental Death and Dismemberment	21
19.	Copies of Agreement	22
20.	Disciplinary Actions	22
20.1.	Employee Rights	22
20.2.	Resignation	23
20.3.	Disciplinary Procedure	23
21.	Grievance and Arbitration	26
21.1.	Policy	26
21.2.	Basic Standards and Principles	27
21.3.	Procedure Relating to Contract Grievances	27
21.4.	Miscellaneous	28
22.	Unemployment Benefits	29
23.	Employee Opportunities	29
24.	Retroactive Compensation Package	30
25.	No Discrimination	30

26.	Job Security	30
26.1	Seniority	30
26.2	Layoff Procedure	31
26.3	Recall Rights	31
26.4	Severance Package	32
27.	Benefits Guaranteed	32
28.	Conclusion of Collective Negotiations	32
29.	Severability	33
30.	Approval of the Legislature	33
31.	Availability of Funds	33
32.	Duration of Agreement	34
33.	Signature Page	34
34.	Acknowledgments of Officers Executing Agreement	35

APPENDICES

Schedule A-1	Covered Employees & Positions	37
Schedule A-2	Covered Employees for Severance Package Under Section 26.4	40
Schedule A-3	CSEA,UAW,DASNY Tripartite Agreement	42
Schedule B	Position Classification Categories and Salary Ranges	56
Schedule C	Workers' Compensation Benefit	58
Schedule D	Retroactive Compensation Package for Each Eligible Employee	63

**COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE DORMITORY AUTHORITY OF THE STATE OF NEW YORK**

And

THE INTERNATIONAL UNION AND ITS LOCAL 2110, UNITED AUTO WORKERS

This Agreement is made by and between the Dormitory Authority of the State of New York, hereinafter referred to as the "Authority," and The International Union and Its Local 2110, United Auto Workers hereinafter referred to as "Local 2110," representing the Employees of the Authority covered by the terms of this Agreement.

**ARTICLE 1
RECOGNITION**

1.1 The Authority, pursuant to section 204 of Article 14 of the New York State Civil Service Law, also known as the Public Employees' Fair Employment Act, hereby recognizes Local 2110 as the sole and exclusive representative for collective negotiations with respect to salaries, wages, hours and other terms and conditions of employment for those Employees and their successors of the Authority :

a. holding the positions set forth in Schedule A-1 attached to this Agreement and any reclassifications of such positions; and

b. holding the future positions to be represented by Local 2110 as identified in Paragraph No.7 of the Tripartite Agreement between the Authority, Local 2110, and the Civil Service Employees Association, Locals 698 and 1000, dated _____ 2000, (Tripartite Agreement), which Tripartite Agreement is attached hereto as Schedule A-3.

1.2 Bargaining Unit Work: The Authority shall not assign work ordinarily performed by bargaining unit members to persons not in the bargaining unit, provided however, that this paragraph shall not apply to work performed by persons designated managerial or confidential and further, shall not apply to any work performed pursuant to a contract, other than a collective bargaining agreement, which the Authority is a party to.

**ARTICLE 2
STATEMENT OF POLICY AND PURPOSE**

2.1 It is the policy of the Authority to continue harmonious and cooperative relationships with its Employees and to insure the orderly and uninterrupted operations of the Authority. This policy is effectuated by the provisions of the Public Employees' Fair Employment Act granting public Employees the rights of organization and collective representation concerning the determination of the terms and conditions of their employment.

2.2 The Authority and Local 2110 now desire to enter into an Agreement reached through collective negotiations which will have for its purposes, among others, the following:

- a. To recognize the legitimate interests of the Employees of the Authority to participate through collective negotiations in the determination of the terms and conditions of their employment.
- b. To promote fair and reasonable working conditions.
- c. To promote individual efficiency and service to the citizens of the State.
- d. To avoid interruption or interference with the efficient operation of the Authority.
- e. To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE 3 UNCHALLENGED REPRESENTATION

The Authority and Local 2110 agree, pursuant to section 208 of Article 14 of the New York State Civil Service Law, that Local 2110 shall have unchallenged representation status of the Employees for the maximum period permitted by law on the date of execution of this Agreement.

ARTICLE 4 EMPLOYEE ORGANIZATION RIGHTS

4.1 Exclusive Negotiations with Local 2110

The Authority will not negotiate nor meet with any Employee organization other than Local 2110 with reference to terms and conditions of employment of Employees. When such organizations, whether organized by Employees or others, request meetings, they will be advised by the Authority to transmit their requests concerning terms and conditions of employment to Local 2110. Upon such referral, Local 2110 agrees to fulfill its obligation as a collective negotiating agent to represent Employees.

4.2 Payroll Deduction

a. Local 2110 shall be entitled to exclusive payroll deduction of membership dues and insurance premiums for Employees, and no other Employee organization shall be accorded any such payroll deduction privilege.

b. The Authority shall make such insurance premium payroll deductions pursuant to and upon the filing with the Authority by the individual Employee of a written and signed authorization indicating the amount of the deduction, the payee and the effective date thereof.

c. The Authority will cease to make such payroll deductions pursuant to and upon the filing with the Authority by the individual Employee of a written and signed authorization indicating the date upon which such payroll deductions shall cease.

4.3 Agency Shop Fee

a. A biweekly agency shop fee deduction is agreed to be instituted. The agency shop fee payroll deduction will apply to all Employees. Within ten working days following the employment of a new Employee subject to the agency shop fee deduction, notice of the employment of such Employee will be given to the President of Local 2110.

b. Upon receipt of a membership and dues deduction authorization form, the Authority shall deduct membership dues from the Employee on a biweekly basis and remit the sum to Local 2110, United Auto Workers at 113 University Place, 5th Floor, New York, New York 10003. Local 2110 will notify the Authority of the amount to be deducted.

c. For each Employee who does not become a member of Local 2110 within thirty calendar days of initial employment, the Authority shall deduct a service fee from the wages of such Employee on a biweekly basis and remit the sum to Local 2110, United Auto Workers at 113 University Place, 5th Floor, New York, New York 10003. Local 2110 will notify the Authority of the amount to be deducted.

4.4 Bulletin Boards

a. The Authority shall provide exclusive bulletin board space in an accessible place in each area occupied by a substantial number of Employees for the purpose of posting bulletins, notices and material issued by Local 2110, which shall be signed by the President of Local 2110 or the President's authorized designee. No such material shall be posted which is profane, obscene or defamatory of the Authority or its representatives or which constitutes election campaign material for or against any person, organization or faction.

b. The number and location of bulletin boards as well as arrangement with reference to placing material thereon and removing material therefrom, shall be subject to mutual understanding between the Authority and Local 2110 provided, however, that any understanding reached with respect thereto shall provide for the removal of any bulletin or material objected to by the Authority which removal may be contested pursuant to the Contract Grievance procedure set forth in this Agreement.

4.5 Meetings

Upon request of the President of Local 2110 or the President's authorized designee, meetings of Local 2110 may be held during normal business hours in appropriate, available meeting space in

buildings owned or leased by the Authority, provided that such request is made in advance and that Local 2110 agrees to reimburse the Authority for any additional expense incurred in the furnishing of such space.

4.6 Access to Employees

a. Local 2110 representatives shall, on an exclusive basis except during periods of challenge, as defined in section 208 of the Civil Service Law, have reasonable and appropriate access to Employees during working hours to explain Local 2110 membership, services and programs under arrangements mutually developed with the Authority. Any such arrangements shall insure that such access shall not interfere with Employees' work duties or work performance.

b. The Authority may make reasonable and appropriate arrangements with Local 2110 whereby Local 2110 may advise Employees of the additional availability of Local 2110 representatives for consultations during non-working hours concerning Local 2110 membership, services and programs.

4.7 List of Employees

Upon written request of the President of Local 2110 or the President's authorized designee, the Authority at its expense shall furnish Local 2110 with a listing of the names, job titles and position classifications of all employees of the Authority.

4.8 Employee Organization Leave

a. Upon request of the President of Local 2110 or the President's authorized designee, the Authority will grant reasonable Employee organization leave, including travel time if appropriate, to members of Local 2110 for the purposes and with the provisions set forth below:

1. For two delegate meetings per annum of the United Auto Workers, hereinafter referred to as "UAW," provided that no more than two members of Local 2110 attend any one such meeting and leave is requested in advance.
2. For UAW Board of Directors meetings, Directors' Committee meetings and Standing Committee meetings, provided the Employee is a member of UAW's Board of Directors or a UAW Standing Committee and leave is requested in advance.
3. For the investigation and processing of claimed Contract Grievances pursuant to the Contract Grievance Procedure set forth in this Agreement.
4. For mutually scheduled meetings with management of the Authority and to prepare for such meetings.

5. Under special circumstances and upon advance request, additional Employee organization leave for meetings may be granted by the Executive Director or the Executive Director's authorized designee.

b. The President of Local 2110 or the President's authorized designee shall certify in advance to the Executive Director or to the Executive Director's authorized designee a list containing the names of Employees who are eligible for leave pursuant to this Article.

c. Travel time as used in this Article shall mean actual and necessary travel time, not to exceed four hours each way.

d. Employee organization leave shall not be chargeable to leave credits.

ARTICLE 5 MANAGEMENT RIGHTS

Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the Authority are retained by it, including but not limited to the right to determine the mission, purposes, objectives and policies of the Authority; to determine the facilities, methods, means and number of personnel required for conduct of Authority programs; to administer the selection, recruitment, hiring, appraisal, training, retention, promotion, assignment and transfer of all its employees (including the Employees covered by this Agreement); to direct, deploy and utilize the work force; to establish specifications for each class of all positions (including the positions covered by this Agreement); to classify, reclassify, allocate and reallocate all new and existing positions (including those positions covered by this Agreement); and to discipline and discharge all its employees in accordance with law ;and to discipline and discharge the Employees covered by this Agreement consistent with the law and the provisions of this Agreement .

Without limitation on the foregoing, it is understood by the parties that the provisions of this agreement do grant certain rights and privileges to Employees, as specifically set forth herein.

ARTICLE 6 NO STRIKES

6.1 Local 2110 shall not engage in a strike nor cause, instigate, encourage or condone a strike.

6.2 Local 2110 shall exert its best efforts to prevent and terminate any strike.

6.3 Nothing contained in this Agreement shall be construed to limit the rights, remedies or duties of the Authority, Local 2110 or Employees under the laws of the State of New York except as provided in Article 28 of this Agreement.

ARTICLE 7 CLASSIFICATION AND COMPENSATION

7.1 General Salary Increase

a. Effective April 1, 1999, the annual base salary of Employees who are on the payroll of the Authority on such date will be increased by two percent (2%) of the Employee's annual base salary in effect on April 1, 1999.

b. Effective April 1, 2000, the annual base salary of Employees who are on the payroll of the Authority on such date will be increased by two and one half percent (2.5%) of the Employee's annual base salary in effect on April 1, 2000.

c. Effective April 1, 2001, the annual base salary of Employees who are on the payroll of the Authority on such date will be increased by three percent (3%) of the Employee's annual base salary in effect on April 1, 2001.

d. Effective April 1, 2002, the annual base salary of Employees who are on the payroll of the Authority on such date will be increased by three and one half percent (3.5%) of the Employee's annual base salary in effect on April 1, 2002.

7.2 Merit System

A unified Merit Increase System is established for all positions. position Classification Categories and Salary Ranges for the period April 1, 1999 to March 31, 2000, April 1, 2000 to March 31, 2001, April 1, 2001 to March 31, 2002 and April 1, 2002 to March 31, 2003 are set forth in Schedule B attached hereto.

7.3 Merit Increases and Awards

All Employees will receive a merit increase or award based upon the performance rating of each Employee for the preceding calendar year, except that an Employee receiving an "unsatisfactory" rating will not receive a merit increase or award. The rating scale for performance rating will be 0, 2, 3, 4, and 5, with a "0" rating representing unsatisfactory performance and "5" representing the highest level of performance. Each such merit increase will be an amount equal to a fraction, the numerator of which is the Employee's performance rating divided by 100 multiplied by the annual base salary of the Employee as of July 1 of the preceding calendar year and the denominator of which is the sum of all numerators calculated as described above, of a merit pool established by the Authority effective April 1, 2000, 2001, 2002 and 2003, respectively, in an

aggregate dollar amount equal to the following percentages of the annual base salaries of all Employees eligible for a merit increase or award as of July 1 of the preceding calendar year.

April, 2000	2.0%
April, 2001	2.0%
April, 2002	2.5%
April, 2003	2.5%

Merit increases and awards will be paid on or as soon as practicable after April 1st for each year of this contract. Merit increases or awards to be paid after April 1, 2000 will be paid in a lump sum payment, and merit increases will be added to the Employee's annual base salary in effect on March 31st of the year in which such merit increase is to be paid, up to the maximum for the position classification category. In the case of an Employee whose annual base salary is at the maximum for the position classification category, a merit award will be paid, but will not be added to the annual base salary of the Employee. Any Employee added to the payroll after July 1st in any year is not eligible for a merit increase or award for such year.

7.4 Promotions and Reclassifications

An Employee who is promoted or reclassified to another position in the Bargaining Unit after April 1, 1999, will be paid the starting salary of the salary range of the higher-level position or will receive a five percent (5%) increase in basic annual salary, whichever results in a higher salary.

7.5 Location Differential

Any Employee who is assigned to an official station situated within Nassau, Suffolk, Rockland or Westchester Counties or the City of New York, shall receive, in addition to any other salary to which such Employee is entitled, a location differential of nine hundred dollars (\$900) effective April 1, 1999, one thousand dollars (\$1,000) effective April 1, 2000, one thousand one hundred dollars (\$1,100) effective April 1, 2001 and one thousand two hundred dollars (\$1,200) effective April 1, 2002.

7.6 Employees Hired in Clerical I Positions

An employee hired in a Clerical I position shall serve a one year probationary period and, upon satisfactory completion thereof, shall automatically be promoted to an otherwise identical position encompassing the same duties at Clerical II. The provisions of Article 23 (Employee Opportunities) shall not be applicable to such a promotion.

ARTICLE 8 MERIT SYSTEM APPEALS PROCESS

An Employee who receives a "0" performance rating, and therefore receives no merit increase or award, can appeal the rating. The Employee must receive a copy of the appeals process when the performance rating is received. An Employee who receives a "2" performance rating in two successive years can appeal the rating. No other Employees are entitled to an appeal. Following is the process:

- a. Within five work days of the Employee's interview with his/her rater, the Employee must request a meeting with the rater and the reviewer in writing.
- b. Within ten work days of the receipt of the request, the rater and reviewer will schedule and hold a meeting with the Employee.
- c. Within five work days of the meeting, the reviewer will render a decision to the Employee in writing.
- d. Within twenty work days after the receipt of the reviewer's decision, the Employee may appeal the decision of the reviewer to a Performance Appraisal Appeals Board by presenting a request for a hearing in writing to the Executive Director.
- e. The Executive Director will notify the President of Local 2110 that an appeal has been received and together they will convene a Performance Appraisal Appeals Board (hereinafter, a "Board").
- f. The Board will consist of two Employees designated "Managerial" as defined by the Public Employees Relations Board who are selected by the Executive Director, and two Employees selected by the President of Local 2110, at least one of whom serves in a supervisory capacity.
- g. The Executive Director and the President of Local 2110 will designate the lead person of the Board. The lead person will take responsibility to coordinate and expedite the process and to take responsibility for the report to the Executive Director. The lead person will ensure that the report is reduced to writing, and, if the findings and opinions of the Board are not agreed upon, that dissenting members have the opportunity to include such dissent in the report.
- h. The written findings will be reviewed by all members of the Board before the report is presented to the Executive Director
- i. The Board will present its finding and opinions to the Executive Director within 15 work days following the date on which its members are designated unless an extension is mutually agreed upon by the Executive Director and the President of Local 2110. All members of the Board must sign the report.

j. The Executive Director will render a decision based upon the written report of the Board, in writing within ten work days following the date of receipt of the Board's findings. The Executive Director's decision will be final. The decision of the Executive Director will be first given to the Employee and then copies provided to the members of the Board.

k. Scope:

1. The Board will review the Employee's appeal, the Performance Review form and any appended written material.

2. The Board may investigate the matter further by asking questions of the Employee, the rater or others that have relevant information.

3. The Board will report its findings and opinions in writing. For the purposes of this Article, the report of the Board will be deemed to include any written materials or documents reviewed by the Board in considering the appeal.

ARTICLE 9 PERFORMANCE EVALUATION SYSTEM

Each year, within one month of payment of merit increases and awards, the Authority will provide the following data to the President of Local 2110:

a. Total dollars awarded

b. Total dollars awarded expressed as a percent of budgeted salary dollars for Employees eligible to receive merit awards

c. Number of awards for each numerical rating

d. For each award:

1. Employee operating unit
2. Employee position classification and title
3. Employee designation
4. Employee assigned location, Albany or New York Office

ARTICLE 10

RETIREMENT, SURVIVOR BENEFIT & DEFERRED COMPENSATION

10.1 Retirement

The Authority shall provide for its Employees all retirement benefits, optional or otherwise, which the Authority, as a participating employer of the New York State Employees' Retirement System, may provide pursuant to the provisions of the Retirement and Social Security Law of the State of New York or any other applicable statute.

10.2 Waiver

All Employees for whom membership in the New York State Employees' Retirement System is optional and who choose not to join the New York State Employees' Retirement System are required to acknowledge to the Authority, in writing, waiver of membership.

10.3 Survivor Benefit

a. The Authority shall provide for its Employees and retired Employees a Survivor Benefit in the amount of three thousand dollars (\$3,000).

b. The eligibility of an Employee or a retired Employee for such benefit and the conditions upon which payment shall be made shall be the same as that required for New York State Employees and retired New York State Employees set forth in section 155 of the New York State Civil Service Law with the exception that any designation of beneficiary or application for the Survivor Benefit must be filed with the Authority.

10.4 Deferred Compensation Program

All Employees may elect to participate in the Authority's Deferred Compensation Program.

ARTICLE 11

HEALTH INSURANCE

11.1 Health Insurance

The Authority will provide to Employees and retired Employees the health; prescription-drug and dental insurance plans and options provided by New York State to its Employees and retired Employees in the CSEA Administrative Services collective bargaining unit.

The dental plan will pay eighty percent (80%) of the reasonable and customary charges as determined by the plan administrator for basic preventative and restorative services, the remainder of the reasonable and customary charge being eligible for reimbursement pursuant to the Supplemental Dental Plan.

11.2 Payment of Premiums

The Authority will pay eighty-five percent (85%) and each Employee will pay fifteen percent (15%) for coverage per health insurance option. For part-time Employees who work at least one-half the normal work week of the Authority, the Authority will pay the same proportion of health insurance coverage as the hours worked by such Employee bear to such work week. The Authority will fund the full cost of the dental plan.

11.3 Extension of Coverage

A full-time Employee who is terminated as the result of abolition of a position shall continue to be covered under this Article at the same contribution rate as an Employee for a period not to exceed one year following such termination or until re-employment, whichever occurs first.

11.4 Supplemental Dental Insurance and Employee Optical Programs

a. During each year of this Agreement, the Authority will establish a fund in the amount of forty-six hundred dollars (\$4600) to assist active Employees and their dependents with out-of-pocket dental expenses. Employees will be reimbursed for dental expenses up to a maximum of one thousand five hundred dollars (\$1500) per year. The Supplemental Dental Fund will be increased in proportion to the increase in the total number of Employees as of each April 1st. This fund will not be decreased below forty-six hundred dollars (\$4600) during the term of this Contract. Reimbursement in each year will be in the same proportion as the proportion of the total of all claims bears to the total amount of such fund, to the maximum established.

b. During each year of this Agreement, the Authority will establish an Employee Optical Fund in the amount of fifteen hundred fifty dollars (\$1550) to assist active Employees with out-of-pocket optical expenses up to a maximum of two hundred fifty dollars (\$250) per year. An Employee may apply at the close of each year of this Agreement for reimbursement of the Employee's own optical expenses. The Employee Optical Fund will be increased in proportion to the increase in the total number of Employees as of each April 1. This fund will not be decreased during the term of this Contract. Optical expenses include an eye exam and a pair of eyeglasses or contact lenses (excluding disposable contacts) for each year of the Contract. If an Employee's prescription changes within the year, the Employee is entitled to be reimbursed for an additional pair of contacts or eyeglasses. Reimbursement in each year will be in the same proportion as the proportion of the total of all claims bears to the total amount of such fund, to the maximum established.

c. In any year of this Agreement, if reimbursement transactions against the Supplemental Dental Insurance Fund and the Employee Optical Fund have been processed, the moneys in either fund exhausted and claims for reimbursement from such fund remain outstanding, and there are unexpended moneys in the other fund, then the eligible outstanding reimbursement claims will be

paid to eligible Employees still on the payroll of the Authority on September 1st of that year from unexpended moneys in the same proportion as the proportion of the total of eligible outstanding reimbursement claims bears to the total amount of unexpended moneys, to the maximum established by internal rules.

11.5 Employee Assistance Program

The Authority will provide an Employee Assistance Program at the Authority's expense in an amount not to exceed twenty-five dollars (\$25) per Employee. The Authority and Local 2110 will jointly designate an Employee Assistance Program representative. The representative will receive confidential reports from the contractor providing the Program regarding the number of contacts made by Employees. The sole purpose of such reports will be to enable the Authority and Local 2110 to jointly evaluate the utilization and effectiveness of the program.

The Authority will not maintain records regarding the identification of individuals utilizing the Program, whether by name or by any classification, or records regarding the nature of disposition of referrals. No referrals made to the Program will be noted in an individual's personnel file.

ARTICLE 12 ATTENDANCE AND LEAVE

12.1 Attendance Rules

The "Attendance Rules for Employees in New York State Departments and Institutions," adopted October 24, 1956, by the Civil Service Commission of the State of New York, and all subsequent changes thereto will constitute the rules for attendance for Employees except as amended or altered by this Agreement.

12.2 Hours of Work

The normal hours of work for Employees will be Monday through Friday from 8:30 a.m. to 5:00 p.m. with a minimum half-hour lunch period. The normal work week will be 37.5 hours. Employees will be permitted variations from this schedule as provided for in an annual flextime plan, approved by the Executive Director, set forth in writing by each Division Director.

The annual flextime plans prepared by each Division Director will be coordinated as much as practicable to make flextime available to all Employees while at the same time addressing the operational and supervisory needs of the Authority for the hours between 8:30 a.m. and 5 p.m. Supervisors will be required to administer their Division's flextime plan on an equitable basis.

12.3 Holiday Observance

a. The following holidays shall be observed by the Authority:

- | | |
|-------------------------------------|----------------------|
| 1. New Year's Day | 7. Labor Day |
| 2. Dr. Martin Luther King, Jr., Day | 8. Columbus Day |
| 3. Lincoln's Birthday | 9. Election Day |
| 4. Washington's Birthday | 10. Veterans' Day |
| 5. Memorial Day | 11. Thanksgiving Day |
| 6. Independence Day | 12. Christmas Day |

b. Lincoln's Birthday and Election Day shall be designated floating holidays.

c. Employees who are required by the Authority to work on a holiday which is not a Floating Holiday will have the option of electing an alternative day off ("Holiday Leave") with prior supervisory approval, which approval will not be unreasonably withheld; or being paid for the holiday at the rate of one tenth of the Employee's biweekly rate of compensation. If the Employee is required by the Authority to work less than a full day on such holiday, the Employee will have the option of accruing an equivalent amount of time off or being paid at the rate of 1/75 of the Employee's biweekly rate of compensation for each whole hour worked. In no event will an Employee be entitled to Holiday Leave or such compensation unless the Employee is scheduled, requested or directed to work on such holiday by the Authority.

d. An Employee who is entitled to time off with pay on days observed as holidays by the Authority shall be granted compensatory time off when any such holiday falls on a Saturday provided, however, that Employees scheduled, requested or directed to work on any such Saturday may receive additional compensation in lieu of such compensatory time off in accordance with paragraph c., section 4 of this Article. The Authority shall designate a day to be observed as a holiday in lieu of such holiday, which falls on Saturday.

e. Holiday Leave credits must be used within one calendar year of the date on which they are accrued and shall not be added to vacation accruals. An Employee who elects to accrue Holiday Leave credits will not be paid for such accruals if the Employee leaves the service of the Authority.

12.4 Additional Vacation Credit

a. The Authority agrees to grant Employees who have 15 or more years of continuous State and Authority Service, and who are entitled to earn and accumulate vacation credits, additional vacation credit as follows:

Completed Years of Continuous Service	Additional Vacation Credit
15 to 19	1 day
20 to 24	2 days
25 to 29	3 days
30 to 34	4 days
35 or more	5 days

b. Any Employee who completes or has completed 15 or more years of continuous State and Authority service shall be credited with additional vacation on the date of completion of such service, in accordance with the schedule of additional vacation credit, and upon the completion of each additional 12 months of continuous State and Authority service.

c. Nothing contained herein shall be construed to provide for the granting of additional vacation retroactively for periods of service prior to the effective date of this Agreement.

12.5 Vacation Credit Accumulation

a. Vacation credits may be accumulated up to 40 days provided, however, that in the event of death, retirement or separation from service, an Employee compensated in cash for accrued and unused accumulation may only be so compensated for a maximum of 30 days.

b. An Employee may accumulate more than 40 days of vacation credits during a calendar year provided, however, that the Employee's balance of vacation credits does not exceed 40 days at the end of such calendar year.

12.6 Sick Leave Accumulation

Employees who are entitled to earn and accumulate sick leave credits may accumulate such credits up to a total of 200 days provided, however, that only 165 days of sick leave may be credited for retirement or health insurance purposes. Sick leave credits may not be used in units less than one-quarter hour.

12.7 Use of Sick Leave at Half Pay

a. The Authority shall grant sick leave at half pay for personal illness to an Employee eligible for sick leave, subject to the following conditions:

1. The Employee shall have one year or more of continuous State and Authority service;
2. All of the Employee's accrued leave credits shall have been exhausted;
3. The cumulative total of all sick leave at half pay granted to any Employee during the Employee's State and Authority service shall not exceed one payroll period for each completed six months of the Employee's State and Authority service;
4. Satisfactory medical documentation shall be furnished and continue to be furnished periodically at the request of the Authority, and
5. Such leave shall not extend a period of appointment or employment beyond such date as it would otherwise have terminated pursuant to law or have expired upon completion of a specified period of service.

b. Sick leave at half pay will not be granted or shall be terminated when the Employee is determined to be permanently disabled and unable to perform the duties of such Employee's position.

c. Nothing contained herein shall supersede the continuous absence provisions of the New York State Civil Service Law and the Rules and Regulations of the New York State Department of Civil Service.

12.8 Use of Personal Leave

The Authority shall not require an Employee to give a reason as a condition for approving the use of personal leave credits provided, however, that prior approval for such use of leave credits is obtained, that the resulting absence will not interfere with the proper conduct of Authority functions and that an Employee who has exhausted personal leave credits shall charge approved absences necessitated by personal business or religious observance to accumulated Vacation or Overtime credits.

12.9 Leave for Bereavement or Family Illness

a. Employees shall be allowed to charge absences from work, in the event of death or illness in the Employee's immediate family including any members of the Employee's household, against accrued sick leave credits up to a maximum of 15 days in any one calendar year.

b. Requests for leave for family illness shall be subject to approval by the Authority. Such approval shall not be unreasonably withheld.

12.10 Use of Workers' Compensation Leave with Pay

The Authority will adhere to the rules and regulations regarding Workers' Compensation Benefits as set forth in Schedule C attached hereto.

12.11 Maintenance of Time Records

a. No Employee shall be required to punch a time clock or record attendance with a timekeeper. An Employee eligible to earn Overtime shall be required to maintain and sign daily time records showing actual hours worked on forms to be provided by the Authority. Employees not eligible to earn Overtime shall maintain and sign daily records of absences and time and leave credits earned and used in accordance with the Attendance Rules on forms to be provided by the Authority.

b. Daily records maintained and signed pursuant to paragraph a. of this section will be subject to review and approval by the Employee's supervisor.

12.12 Absence -- Extraordinary Circumstances

An Employee who has reported for duty and, because of extraordinary circumstances beyond the Employee's control other than those related to weather conditions, is directed to leave work shall not be required to charge such directed absence during such day against leave credits. For the purposes of this section, breakdowns in heating or air-conditioning equipment shall not be considered as being related to weather conditions.

12.13 Emergency Duties

Absence or tardiness for direct emergency duties of volunteer firemen, volunteer ambulance squad members, civil defense or civil air patrol volunteers shall be excused by the Authority upon submission by the Employee of proof of the nature and timing of such duties to the satisfaction of the Authority.

12.14 Definition -- Continuous State and Authority Service

Continuous State and Authority service for the purpose of this Agreement shall mean uninterrupted New York State ("State") and Authority service, in pay status, as an Employee. A leave of absence without pay or a resignation followed by reinstatement or re-employment in State or Authority service within one year following such resignation shall not constitute an interruption of continuous State and Authority service for the purpose of this Agreement provided, however, that leave without pay for more than six months between resignation and reinstatement or re-employment, during which the Employee is not in State or Authority service, shall be counted in determining eligibility for additional vacation credit under this Agreement.

ARTICLE 13 PAYROLL

13.1 Calculation of Bi-Weekly Salary Payments

Employee biweekly salary payments will be calculated on a ten-working-day basis rather than on a 14-calendar-day basis.

13.2 Flexible Benefit Spending Plan

The Authority agrees to extend its Flexible Benefit Spending Plan to cover the Employees covered by this Agreement..

ARTICLE 14 EMPLOYEE DEVELOPMENT PROGRAM

14.1 The Authority's Employee Development Program is intended to give Employees an opportunity to improve job-related skills and to acquire additional job-related specialized knowledge. The Employee Development Program has as its basic purpose the improvement of Employees' job performance and increasing the number of trained personnel available to fill new and promotional vacancies.

14.2 The Authority will reimburse any active Employee for the following:

- a. The full tuition cost of any course taken at the direction of the Authority, including books and fees.
- b. Seventy five percent (75%) of the cost of tuition, books and fees of any course taken outside the normal hours of work at any college, university or professional or technical school accredited by the State of New York, on the Employee's own initiative, provided that the course is directly related to the duties of the Employee's current job, or that the course is required in a degree program in which the Employee has enrolled and which relates directly to the Employee's current job; that prior Authority approval has been obtained and that the Employee provides evidence of tuition payment and satisfactory course completion.
- c. Fifty percent (50%) of the cost of tuition, books and fees of any course taken outside the normal hours of work at any college, university or professional or technical school accredited by the State of New York, on the Employee's own initiative, provided that the course will improve the Employee's general competence for performing the duties of the Employee's current job or a job the Employee can reasonably be expected to assume in the future, or that the course is required in a degree program in which the Employee has enrolled and which will improve the Employee's general competence for performing the duties of the Employee's current job or a job the Employee can reasonably be expected to assume in the future; that prior Authority approval has been obtained; and that the Employee provides evidence of tuition payment and satisfactory course completion.

d. For Employees reimbursed pursuant to subdivisions b. or c. of this section, if at the end of the calendar year in which such reimbursement took place such reimbursement is subject to federal income taxation for Employees generally, the Authority will reimburse one-half (1/2) of the portion not previously reimbursed.

14.3 The Executive Director or the Executive Director's authorized designee shall determine whether a course meets the criteria for reimbursement specified in this Article and shall approve or disapprove applications for reimbursement.

14.4 If an Employee is entitled to educational benefits for tuition from any other source for courses covered by this Article, the benefits under this Article will be reduced so that the total of all benefits from all sources does not exceed the full tuition charges incurred.

14.5 Applications for benefits under this Article are available from the Authority. Requests for reimbursement must be submitted within one year of the date of application.

14.6 Employees will be limited to a five thousand dollars (\$5,000) reimbursement for each calendar year. The estimated amount of reimbursement expected under this Article for any course may be advanced to the Employee, provided such Employee shall have an annual salary not exceeding forty thousand dollars (\$40,000) and shall have been employed by the Authority for at least six months prior thereto, and providing the Employee agrees in writing to promptly reimburse the Authority for any advanced funds which exceed the actual reimbursement such Employee is entitled to hereunder.

ARTICLE 15 WORKING CONDITIONS

15.1 Safety Standards

a. The Authority agrees that a certain minimum standard of safety must be maintained at its facilities and further that, wherever practicable, the Authority will endeavor to provide safety standards for the protection of Employee well-being commensurate with safety standards presently in effect in the private sector. Contract Grievances under this section shall not be arbitrable.

b. The Authority agrees that any building to which the Authority moves its offices will comply with applicable building codes and regulations.

c. The Authority agrees to consider any policy issued by the State of New York concerning Employee protection and the use of video display terminals and to implement such policy wherever prudent and cost-effective.

15.2 Work Out of Title

An Employee may be required to perform the duties of a higher position classification on a temporary basis for a reasonable period of time. For purposes of this Article, a reasonable period of time shall mean a period not to exceed 25 work days. After 25 work days, the individual performing the duties of the higher position will be paid at the higher classification until such time that they are no longer performing the duties of the higher position. Any Employee required to perform a major portion of the duties of a higher position classification on a permanent basis shall be promoted to such higher position classification. For the purposes of this section, the term "permanent basis" shall mean a period in excess of twelve months.

15.3 Reimbursement for Property Damage and Requirements Concerning Safety and Clothing

a. The Authority agrees to reimburse Employees for loss of or damage to personal property suffered in the course of employment upon the following conditions:

1. In no event shall payment pursuant to this section exceed two thousand five hundred dollars (\$2,500).
2. No payment shall be made if it is found that the loss or damage occurred as a result of the negligence of the Employee.
3. No payment shall be made if the loss or damage occurs while the Employee is not using or wearing the protective and safety equipment or clothing which shall have been provided by the Authority as appropriate to the situation.

b. The Authority shall provide the following clothing to all Employees who shall have occasion to work in the field, that is, at a construction site: hard hat, boots, raincoat and coveralls.

c. The Authority shall equip all Authority vehicles with fire extinguisher, flashlight and emergency flares.

15.4 Parking

No parking fee will be imposed upon any Employee in any instance where no fee is being imposed as of the date of this Agreement.

ARTICLE 16 SEXUAL HARASSMENT

16.1 Sexual harassment, a form of discrimination based upon sex, is prohibited by federal and state law. Sexual harassment is defined as deliberate or repeated unsolicited verbal comments, gestures or physical contact of a sexual nature which are unwelcome. The Dormitory Authority does not tolerate such discriminatory behavior.

16.2 Sexual harassment will be a basis for sanction, including disciplinary action, when (i) the conduct has the purpose or effect of unreasonably interfering with an affected person's work performance, or creating an intimidating, hostile or offensive work environment; or (ii) the behavior becomes explicitly or implicitly a term or condition of an individual's employment; or (iii) the behavior is used as the basis for employment decisions affecting an individual.

16.3 The Affirmative Action Officer has the responsibility to receive allegations and complaints of sexual harassment, to cause an investigation to be conducted, and to enforce appropriate sanctions, including disciplinary actions.

16.4 An Employee may make a verbal or written complaint without fear of disclosure or reprisal to the Affirmative Action Officer, to the Employee's supervisor, or to any supervisor in the chain of command. Supervisors are obligated to report allegations or complaints within five working days to the Affirmative Action officer, who will commence an investigation within five working days of notification. Failure on the part of a supervisor to report a complaint or allegation to the Affirmative Action Officer will result in disciplinary action against said supervisor.

16.5 The complainant and the object of the alleged harassment (if not the complainant) will be notified when an investigation has been initiated and when it has been concluded. All investigations shall be conducted with due regard for confidentiality to ensure protection of the complainant, the object of the alleged harassment (if not the complainant), and the accused.

16.6 Whether or not an Employee makes a complaint, he or she may choose to obtain a confidential referral for professional assistance from the Employee Assistance Plan. Such a referral will not preclude an Employee's making a complaint. An Employee may contact the EAP provider directly or ask for assistance from the Authority's EAP representative. The EAP representative is NOT responsible for reporting any allegations or complaints.

ARTICLE 17 SMOKING POLICY

The Authority shall provide and maintain a well-ventilated smoking area in both the Albany and New York City Offices consistent with all applicable New York State and local statutes and State health policies.

It is understood that the Authority's commitment to provide such smoking areas is based upon existing available space both owned and leased. Should those conditions relative to existing available space change in the future for reasons beyond the control of the Authority, such as loss of leased space, the Authority shall endeavor to continue to provide smoking areas.

ARTICLE 18

TRAVEL AND MOVING EXPENSES

18.1 Except as specifically modified by this Article, travel and transportation expenses will be reimbursed by the Authority in accordance with the Rules and Regulations of the Office of the Comptroller of New York State.

18.2 Meal and Lodging Expenses

The Authority agrees to reimburse eligible Employees for their actual and necessary expenses incurred while in travel status in the performance of their official duties for hotel or motel lodging, meals and incidental expenses related thereto at rates agreed to by Local 2110 and in accordance with rules and regulations established by the Authority. Permanent Employees who are assigned or reassigned to a different official station which is located more than a reasonable day's travel from their former official station shall, for a reasonable period of time as determined by the Authority, be considered to be eligible for reimbursement, pursuant to this section, as if they were in travel status.

18.3 Mileage Allowance

The Authority agrees to provide a maximum mileage allowance for the use of personal vehicles for eligible Employees, in connection with official travel, unless otherwise agreed by Local 2110 and the Authority, at rates allowed by the Internal Revenue Service as rates permissible for such purposes without having to document costs of operation of the vehicle or itemize expenses and in accordance with procedures established by the Authority.

18.4 Relocation Expenses

The Authority agrees to reimburse Employees who are transferred, reassigned or promoted by the Authority for its convenience to locations beyond commuting distance from such Employees' places of residence for reasonable and necessary moving and relocation expenses. Such Employees shall make diligent inquiries in order to obtain the lowest practicable rates; payment shall be made upon submission of detailed receipts, provided such submission is made within one year of such transfer, reassignment or promotion. The maximum allowable reimbursement shall be three thousand dollars (\$3,000). In the event such Employee voluntarily separates from Authority service within one year of such transfer, reassignment or promotion, the Employee must remit the amount of such reimbursement to the Authority.

18.5 Accidental Death and Dismemberment

The Authority will provide, at its expense, insurance coverage against accidental death and dismemberment in the amount of one hundred thousand dollars (\$100,000) for all Employees while in travel status on Authority business.

ARTICLE 19 COPIES OF AGREEMENT

The Authority at its expense shall furnish Local 2110 with a sufficient number of copies of this Agreement for distribution to Employees by Local 2110. The Authority further agrees to provide each Employee initially appointed during the term of this Agreement with a copy of this Agreement within one work week following the Employee's first day of work.

ARTICLE 20 DISCIPLINARY ACTIONS

The following disciplinary procedure for incompetency or misconduct will apply to all Employees as provided herein.

20.1 Employee Rights

a. An Employee will be entitled to representation by Local 2110 or by an attorney at each step of the disciplinary procedure.

b. No Employee will be required to submit to interrogation concerning alleged incompetency or misconduct before a service of notice of discipline or a request for resignation, or after a notice of discipline has been served upon such Employee, unless such Employee is notified in advance in compliance with the provisions hereinafter set forth, afforded the opportunity of having a Local 2110 representative present and apprised in writing of all rights as provided herein.

c. No Employee will be requested to sign any statement regarding incompetency or misconduct unless a copy of the statement is supplied. Any statements or admissions signed by such Employee without such Employee's having been supplied a copy may not subsequently be used against such Employee.

d. No recording devices or stenographic or other record will be used during an interrogation unless the Employee is advised in advance that a transcript is being made; a copy of such transcript will be thereafter supplied to the Employee.

e. In all disciplinary proceedings, the Employee will be presumed innocent until proven guilty, and the burden of proof on all matters will rest upon the Authority. Such burden of proof, even in serious matters which might constitute a crime, will be a fair preponderance of the evidence on the record and will in no case require proof beyond a reasonable doubt.

f. An Employee will not be coerced, nor be intimidated nor suffer any reprisals either directly or indirectly that may adversely affect such Employee's hours, wages or working conditions as the result of the Employee's exercise of his/her rights under this Article.

g. If an Employee has requested representation pursuant to this Article and representation is not provided within a reasonable time, the interrogation, signing of a statement of resignation, or arbitration may proceed without such representation.

h. Any notice provided to any Employee will be simultaneously provided to Local 2110.

20.2 Resignation

a. An Employee who is advised that such Employee is alleged to have been guilty of misconduct or incompetency and is therefore requested to resign will be given such request in writing together with a statement stating:

1. An Employee has a right to consult a representative of Local 2110 or an attorney before executing a resignation, and a reasonable period of time will be afforded for such purpose;

2. An Employee may decline the request to resign and, in that event, a notice of discipline must be served before any disciplinary action or penalty may be imposed pursuant to the procedure provided in this Article;

3. The disciplinary procedure may result in binding arbitration;

4. In the event a notice of discipline is served, an Employee has the right to object to such notice by filing a grievance;

5. An Employee has the right to representation at every stage of the procedure; and

6. An Employee has the right to refuse to sign a resignation, and that refusal cannot be used against the Employee in any subsequent proceeding.

b. A resignation which is procured in a manner inconsistent with this procedure will be null and void.

20.3 Disciplinary Procedure

a. The disciplinary procedure will commence with a notice of discipline as hereinafter provided.

b. Any act which may be performed by the Executive Director under this section may be performed by an authorized designee of the Executive Director, which designation will be in writing, and a copy of which will be provided to Local 2110 in the same manner as set forth below for advising Local 2110 of service of a notice of discipline. Such designee will be an Employee of the Authority, but will not be in the line of supervision of the Employee sought to be disciplined, nor shall such designee have any personal involvement in the acts leading to the notice of discipline.

c. The Executive Director may seek the imposition of a written reprimand, suspension without pay, a fine not to exceed one hundred dollars (\$100), reduction in position classification or dismissal from service.

d. Notice of such discipline will be made in writing and served upon the Employee by registered or certified mail at the home address of the Employee or by personal delivery at such address or such other place as the Employee may be found. The specific acts for which discipline is being imposed and the penalty proposed will be specified in the description of the alleged acts and conduct including reference to dates, times and places.

e. Local 2110 will be advised, by registered or certified mail or by personal delivery to the President of Local 2110 or the President's authorized designee that the notice of discipline has been served.

f. Where service is by personal delivery, such service will be deemed complete upon delivery. Where service is by certified or registered mail, such service will be deemed complete upon the earlier of (1) delivery as reflected by the return receipt, (2) giving of the first notice by the Postal Service as reflected by notation upon the envelope upon its return to the Authority, or (3) ten calendar days after mailing.

g. The notice of discipline served on the Employee will include a written statement that:

1. An Employee has a right to object to a notice of discipline by filing a grievance within ten working days;

2. The grievance procedure provides for a hearing by an independent disciplinary arbitrator at its final stage;

3. An Employee is entitled to representation by Local 2110 or by an attorney at every stage of the proceeding;

4. If an Employee timely files and prosecutes a grievance, no penalty can be implemented until the disciplinary arbitrator's determination in accordance with this Article.

h. The proposed penalty, or such other penalty as directed by the disciplinary arbitrator, may not be implemented (i) until the Employee has failed to file a grievance within ten days from completion of service of the notice of discipline, (ii) until the Employee has failed to file a timely appeal as provided below, or (iii) until and to the extent that it is upheld by the disciplinary arbitrator, or a different penalty is determined by the disciplinary arbitrator to be appropriate or the matter is settled.

i. An Employee may object to a notice of discipline by filing a grievance. Such grievance must be in writing and must state that the Employee objects to the notice of discipline, whether such objection is only to the penalty proposed and whether a hearing before the Executive Director is requested. It must also state the nature of the objection. Such grievance must be served upon the Executive Director by registered or certified mail at the address of the Authority or by personal delivery. Where service is by personal delivery, it will be deemed complete upon delivery. Where service is by registered or certified mail, it will be deemed complete upon mailing. Where service is by any other means, it will be deemed complete only upon receipt.

j. The notice of discipline may be the subject of a hearing before the Executive Director or the Executive Director's authorized designee, provided such hearing shall be requested by the Employee within ten working days of completion of service of the notice of discipline. Such hearing will occur within ten working days of completion of service of the request, and a written decision will be rendered within seven working days of such hearing. Such decision will be served in accordance with paragraph d. hereof, and Local 2110 will be notified in accordance with paragraph e. hereof. Such decision may be appealed to the Chairman of the Authority, provided such appeal is made in writing by the Employee within ten working days of completion of service of such decision.

k. If the disciplinary grievance is not resolved, it may be appealed to independent arbitration by serving a notice thereof upon the Executive Director in accordance with paragraph i. hereof within ten working days of service of the decision of the Executive Director or the Executive Director's authorized designee.

l. The disciplinary arbitrator will hold a hearing as soon as practicable after selection, and a decision will be rendered within 30 working days of the date of the hearing.

m. Disciplinary arbitrators will confine themselves to determinations of guilt or innocence of the charges set forth in the notice of discipline and the appropriateness of proposed penalties. Disciplinary arbitrators will not add to, subtract from nor modify the provisions of this Agreement. The disciplinary arbitrator's decision with respect to guilt or innocence, penalty, and probable cause for suspension, if any, will be final and binding upon the parties, and the disciplinary arbitrator may approve, disapprove or take any other appropriate action warranted under the circumstances, including, but not limited to, ordering reinstatement and back pay for all or part of any period of suspension. If the disciplinary arbitrator, upon review, finds probable cause for suspension, the disciplinary arbitrator may consider such suspension in determining the penalty to be imposed. The disciplinary arbitrator is not restricted by the limits on penalties which may be proposed by the Authority. The disciplinary arbitrator will have full authority, if the remedy proposed by the Authority is found to be inappropriate, to devise an appropriate remedy including an increase or decrease in the penalty sought by the Authority, but limited to a penalty which the Authority could have proposed. The disciplinary arbitrator will confine himself or herself to the precise issue submitted for arbitration and will have no authority to determine any other issues not so submitted, nor will the disciplinary arbitrator submit observations or declarations of opinion which are not essential in reaching the determination.

n. A grievance may be settled at any stage of the disciplinary grievance procedure. The terms of the settlement will be agreed to in writing. An Employee executing such a settlement will be offered a reasonable opportunity to have an attorney or a Local 2110 representative present before execution of such a settlement. Local 2110 will be advised of the settlement within 24 hours after execution.

o. Prior to exhaustion or institution by an Employee of the grievance procedure applicable to discipline, such Employee may be suspended without full pay for a period not to exceed thirty days, unless otherwise agreed to by the Executive Director and the Employee, after written notice to Local 2110, only if the Executive Director determines that there is a probable cause to believe that the Employee's continued presence on the job represents an imminent danger to persons or property or would severely interfere with the Authority's operations. Such determination will be reviewable by the disciplinary arbitrator in accordance with paragraph m. of this Article to determine whether probable cause existed at such time. Local 2110 will be notified in writing within 24 hours of any such suspension. A notice of discipline will be served in accordance with this Article no later than 72 hours following any such suspension, although service need not be complete within such time.

p. Prior to exhaustion or institution by an Employee of the grievance procedure applicable to discipline, such Employee may be suspended with full pay at the discretion of the Executive Director. Local 2110 will be notified in writing within 24 hours of any such suspension.

q. The disciplinary arbitrator will be selected in accordance with the arbitration provision of the Contract Grievance Procedure set forth in this Agreement.

r. All fees and expenses of the disciplinary arbitrator, if any, will be divided equally between the Authority and Local 2110 or the Employee if not represented by Local 2110. Each party will bear the costs of preparing and presenting its own case. Estimated disciplinary arbitrator's fees and estimated expenses may be collected in advance of the hearing.

s. Either party wishing a transcript at a disciplinary arbitration hearing may provide for one at its own expense and will provide a copy to the disciplinary arbitrator and the other party.

t. An Employee will not be disciplined for acts which would not constitute a crime which occurred more than one year prior to the notice of discipline.

ARTICLE 21 GRIEVANCE AND ARBITRATION

21.1 Policy

In order to enjoy an harmonious and cooperative relationship between the Authority and its Employees, it is the declared policy of the Authority to provide for the settlement of differences through an orderly Contract Grievance Procedure. Local 2110 will have the exclusive right to

represent any Employee, upon such Employee's request, at any step of the Contract Grievance Procedure provided, however, an individual Employee may represent himself or herself in processing a Contract Grievance at the first and second stages of the Contract Grievance Procedure. It is also the policy of the Authority to assure Employees the right of adjusting their Contract Grievances without fear of reprisal. It is the desire and policy of the Authority to encourage its Employees to contribute their experiences and their ideas to the solution of problems of the Authority and to acquire a feeling of identification with the objectives of the Authority. In line with these objectives, the informal resolution of differences prior to initiation of action under the formal Contract Grievance Procedure is encouraged. So far as may be possible, every Employee who feels he or she has a Contract Grievance of any kind should attempt to adjust the difficulty by conferring with such Employee's supervisor. However, such informal action is without prejudice to the use of the formal Contract Grievance Procedure provided for herein which shall not be denied to any Employee.

21.2 Basic Standards and Principles

a. A Contract Grievance is a dispute concerning the interpretation, application or claimed violation of a specific term or provision of this Agreement. Other disputes which do not involve the interpretation, application or claimed violation of a specific term or provision of this Agreement including matters as to which other means of resolution are provided or foreclosed by this Agreement, or by statute or administrative procedures applicable to the Authority will not be considered Contract Grievances.

b. Every Employee will have the right to present a Contract Grievance in accordance with the procedures prescribed hereunder, with or without a Local 2110 representative, free from fear of discrimination or reprisal.

c. It is a fundamental responsibility of supervisors at all levels to consider and to take appropriate action promptly and fairly on a Contract Grievance of any subordinate Employee or Employees.

21.3 Procedure Relating to Contract Grievances

a. The first stage will consist of the Employee's presentation of a Contract Grievance to the immediate supervisor, not later than 45 calendar days after the date on which the act or omission giving rise to the Contract Grievance occurred. The supervisor will, to the extent necessary or appropriate, consult with and permit the Employee to consult with any of the higher ranking supervisors in direct line below the level of the Executive Director. Discussion and resolution of Contract Grievances in the first stage will be on an oral basis. No transcript of any such presentation or discussion will be made. Group Contract Grievances will be presented in the first instance to the lowest ranking supervisor common to all Employees in the group. The Authority agrees that the Employee will receive a response to a Contract Grievance within ten working days following the date of submission whenever possible.

b. If a Contract Grievance is not satisfactorily settled at the first stage, the Employee may request a review and determination thereof by the Executive Director or the Executive Director's authorized designee. Such request must be made within ten working days after receipt of the first stage decision. The specific nature of the Contract Grievance and the facts relating thereto will be reduced to writing jointly or separately by the Employee and by the appropriate supervisor. The Executive Director will, on request of the Employee, hold an informal hearing at which the Employee and his or her representative may appear and present oral statements; or the Executive Director may designate one or more Employees of the Authority to conduct such informal hearing and to submit a report thereon with recommendations. The final determination of such Contract Grievance will be made by the Executive Director and reported to the Employee or Local 2110 within 28 working days following receipt of the second stage Contract Grievance.

c. In the event the grievant Employee does not accept the disposition of the Contract Grievance obtained in the second stage, the President of Local 2110 or the President's authorized designee will confer with the Executive Director or the Executive Director's authorized designee in an attempt to resolve the dispute. In the event that the dispute remains unresolved, the Employee may choose to appeal the matter to the Chairman of the Authority, provided such appeal is made in writing by the Employee within ten working days after the conference with the Executive Director or the Executive Director's authorized designee.

d. In the event a Contract Grievance is not disposed of at the third stage, it may be referred by either party to arbitration within ten working days, or such longer or shorter time agreed to in writing, after the final third-stage conference. Such referral will be made by written demand for arbitration served upon the other party, and the arbitration shall be before an impartial arbitrator obtained from a panel of arbitrators whose names are maintained by the New York State Public Employment Relations Board. The demand for arbitration will identify the Contract Grievance, the Employee or Employees involved, and the Agreement provision in dispute. The method of selection of the arbitrator from the panel for a particular case will be by agreement or, failing agreement, by lot. The arbitrator will have no power to add to, to subtract from or to modify the provisions of this Agreement in arriving at a decision, but must confine the discussion solely to the application and interpretation of this Agreement. The arbitrator will be confined to the precise issue submitted for arbitration. The decision of the arbitrator will be final and binding. All fees and expenses of the arbitrator and collateral expenses which may be involved in the arbitration will be divided equally between the parties, provided however that each party will bear the cost of preparing its own case.

21.4 Miscellaneous

a. Either party may at its own expense obtain a transcript at arbitration and will furnish copies to the other party and the arbitrator.

b. Each Contract Grievance will contain a short plain statement of the grievance and will state the specific provision of the Agreement claimed to have been violated.

c. Failure of the Authority to meet the time limits specified herein shall permit advancing the matter to the next stage, unless such time limit is waived by mutual agreement between the Authority and Local 2110. Failure of the grievant Employee or Local 2110 to file an appeal within the time limits specified will be deemed to be a settlement of the Contract Grievance unless such time limit is waived by mutual agreement between the Authority and Local 2110.

d. A settlement of or an award upon a Contract Grievance may or may not be retroactive as the equity of each case may demand, but in no event will such a resolution be retroactive to a date earlier than 30 days prior to the date the Contract Grievance was first presented or the date when the act complained of occurred, whichever is the later date.

e. A settlement will constitute precedent only if the President of Local 2110 and the Executive Director agree that such settlement will have such effect.

ARTICLE 22 UNEMPLOYMENT BENEFITS

The Authority shall grant any Employee unemployment benefits which shall be the equivalent of those to which the Employee would be entitled if the Authority were a participating employer pursuant to the Unemployment Insurance Law of the State of New York.

ARTICLE 23 EMPLOYEE OPPORTUNITIES

23.1 As existing positions become vacant within the negotiating unit, the Authority shall post the vacancy on all Local 2110's bulletin boards and provide the Local President with a copy of the posting. The position shall remain posted for at least fourteen days. Each posting shall include the position description and minimum qualifications therefor. If a present Employee applies for such a position and possesses the minimum qualifications as set forth in the Authority's position description for that position, consideration shall be given to the appointment of such present Employee to such position before non-unit-Employees are given consideration for appointment to such position. Present Employees shall be given every opportunity for advancement to higher positions, and length of continuous service shall be considered by the Authority as one factor in determining the qualifications of a present Employee for such position. Where management determines that a present Employee is not qualified, the reasons for such determination shall be given in writing if requested by the Employee.

23.2 Employees who are promoted shall be subject to a six-month probationary period before such promotion shall become permanent. If for any reason an Employee's promotion is not made permanent at the end of the probationary period, the Employee shall have the right to retreat immediately to his or her former position at the former salary.

ARTICLE 24
RETROACTIVE COMPENSATION PACKAGE

The parties hereto have agreed to provide a retroactive compensation package for the Employees as set forth in Schedule D attached hereto. This retroactive compensation package is intended to address the impacts created by the merger and consolidation of the Medical Care Facilities Financing Agency into the Dormitory Authority and the negotiation of a new UAW Local 2110 collective bargaining agreement to cover the impacted Employees and positions. Such compensation as identified in Schedule D shall constitute the sole and total monetary adjustment attributable to such impacts.

ARTICLE 25
NO DISCRIMINATION

25.1 Local 2110 agrees to continue to admit all Employees to membership and to represent all Employees without regard to race, creed, color, sex, national origin, age, disability, marital status or sexual orientation.

25.2 The Authority agrees to continue its policy against all forms of discrimination with regard to race, creed, color, sex, national origin, age, disability, marital status, sexual orientation or the proper exercise by an Employee of the rights guaranteed by the Public Employees' Fair Employment Act.

ARTICLE 26
JOB SECURITY

26.1 Seniority

a. Service Seniority: Where applicable, service seniority shall be first determined by length of continuous service with the Authority. After consideration of such service with the Authority, service seniority shall next be determined by length of combined continuous service with the Authority and with the State of New York.

b. Same Date of Hire: Where applicable, when two or more Employees have the same date of hire (service seniority) individual seniority shall be determined by lot.

c. Leave of Absence: During the first six months of an Employee's unpaid leave of absence, the Employee will continue to accrue seniority. Thereafter, seniority will not accrue until the Employee returns to work.

d. Seniority Lists: Annually, the Authority shall provide the President of Local 2110 with the names, positions, and service seniority of all Employees.

26.2 Layoff Procedure

a. Sequence: In the event of a reduction in the work force in a position within the bargaining unit, the Employee within the affected position with the least service seniority shall be the first laid off.

b. Bumping Rights: An Employee who is laid off shall be entitled to displace ("bump") an Employee in an equal or lower position within the bargaining unit, provided the Employee has more service seniority than the Employee being bumped and the Employee meets the minimum qualifications of the equal or lower position. An Employee who is bumped shall be entitled to bump an Employee in an equal or lower position within the bargaining unit in like fashion as set forth above until the last Employee is eligible to bump another Employee has had the opportunity to do so.

c. Notice of Layoff: The Authority shall provide an Employee who is to be laid off with written notice of the layoff at least thirty calendar days prior to the effective date of the layoff. If not, the Authority shall pay the Employee the equivalent of one day's pay at the Employee's daily rate of pay for each day short of the thirty day notice requirement such notice is given.

d. Insurance Benefits: An Employee who has been laid off shall remain eligible to receive all of the benefits provided in Article 11 of this Agreement for a period of one year following such layoff. Such benefits shall be provided at the Authority's expense as if the Employee had not been laid off. Thereafter, such Employee may continue in such plans at the Employee's own expense for the period allowed by applicable law.

26.3 Recall Rights

a. An Employee who is laid off shall have the following rights of recall, which shall be applicable to any Employee laid off by the Authority, and shall extend for a period of two years following the effective date of the layoff.

b. Recall to Same Position: When there is a vacancy or an increase in the workforce in the position from which an Employee has been laid off, the Authority shall first recall the Employee who was within the affected position with the most service seniority. This process shall be followed until a recalled Employee accepts the position or until each laid off Employee who was within the affected position has been notified of the recall, whichever first occurs.

c. Recall to Different Position: When there is a vacancy in a new or an existing position within the bargaining unit, the Authority shall first offer the position to the laid off Employee with the most service seniority, provided the Employee meets the minimum qualifications of the position and no other Employee with more service seniority has bid on the position in accordance with Article 23, above. This process shall be followed until the position is filled in accordance with this Agreement, or until each laid off Employee has been notified of the recall, whichever first occurs.

d. Notice of Recall: The Authority shall notify the recalled Employee of the available position by giving written notice thereof. Such notice will be given by registered or certified mail with return receipt requested, to the Employee's last address as it appears in the records of the Authority. If the recalled Employee does not respond within fourteen calendar days of receipt of the notice, either in person or in writing, the Employee shall be deemed to have resigned if the recall was pursuant to paragraph b of this section; or to have rejected the offer if made pursuant to paragraph c of this section.

e. Change of Address: A laid off Employee must notify the Authority of any change of address or telephone number.

26.4 Severance Package

If an Employee whose name is set forth in Schedule A-2 attached hereto is separated from service due to the abolition of his or her title or position after two (2) years of permanent and continuous employment with the Authority, the Authority will compensate such Employee, in cash, on the basis of two (2) days' pay for each month of employment with the Authority, computed on the basis of the Employee's latest pay scale in accordance with the method of computing the number of days as used by the Authority. The total amount shall not exceed six months gross pay. This is exclusive of any payment due to the Employee from accumulated vacation and personal leave credits.

ARTICLE 27 BENEFITS GUARANTEED

All existing rules, regulations, practices, benefits and general working conditions previously provided and allowed by the Authority, unless specifically excluded by this Agreement, shall remain in full force and effect, provided, however, that this Agreement shall be construed consistently with the free exercise of rights reserved to the Authority by Article 5 of this Agreement.

ARTICLE 28 CONCLUSION OF COLLECTIVE NEGOTIATIONS

This Agreement is the entire agreement between the Authority and Local 2110, terminates all prior agreements and understandings and concludes all collective negotiations during its term except as specifically set forth in Article 30 of this Agreement. During the term of this Agreement, neither party will unilaterally seek to modify its terms through legislation or any other means. The parties agree to support jointly any legislation or administrative action necessary to implement the provisions of this Agreement. The parties acknowledge that except as otherwise expressly provided herein, they have fully negotiated with respect to the terms and conditions of employment and have settled them for the term of this Agreement in accordance with the provisions thereof.

ARTICLE 29 SEVERABILITY

In the event that any article, section or portion of this Agreement is found to be invalid by a decision of a tribunal of competent jurisdiction or shall have the effect of loss to the Authority of funds made available through federal law, then such specific article, section or portion specified in such decision or having such effect shall be of no force and effect, but the remainder of this Agreement shall continue in full force and effect. Upon the issuance of such a decision or the issuance of a ruling having such effect of loss of federal funds, then either party shall have the right immediately to reopen negotiations with respect to a substitute for such article, section or portion of this Agreement involved. The parties agree to use their best efforts to contest any such loss of federal funds which may be threatened.

ARTICLE 30 APPROVAL OF THE LEGISLATURE

30.1 In accordance with Section 204-a of the Public Employees' Fair Employment Act, it is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore shall not become effective until the appropriate legislative body has given approval.

30.2 All other provisions set forth in this Agreement shall become binding upon the execution of this Agreement by the Authority and Local 2110. Neither the Authority nor Local 2110 shall refuse to execute this Agreement because the approvals referred to above have not yet been obtained.

ARTICLE 31 AVAILABILITY OF FUNDS

It is agreed that the Authority will use its best efforts to secure funds to carry out fully the terms of this Agreement. However, if funds are not available to the Authority to carry out the terms of this Agreement, the Authority shall carry out such portion of this Agreement as may be agreed upon between the Authority and Local 2110, and failure to agree shall be deemed a Contract Grievance within the meaning of this Agreement.

**ARTICLE 32
DURATION OF AGREEMENT**

The term of this Agreement shall become effective on April 1, 1999 and shall remain effective through March 31, 2003, and for such further period as may be agreed upon by both parties. All terms and conditions set forth in this Agreement shall remain in full force and effect until the parties have executed a new agreement.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives.

**DORMITORY AUTHORITY OF
THE STATE OF NEW YORK**

Dated: 10/30/00

By T. Murphy
Executive Director

**THE INTERNATIONAL UNION AND ITS LOCAL 2110,
UNITED AUTO WORKERS**

Dated: 10/4/00

By [Signature]
President Local 2110

Dated:

By [Signature]
International Union, United Auto Workers

ACKNOWLEDGMENTS OF OFFICERS EXECUTING AGREEMENT

State of New York)

County of Albany) ss:

On the 30th day of October in the year 2000, before me personally came

THOMAS J. MURPHY to me known, who, being duly sworn, did depose and say that (s)he resides in ALBANY County, State of NEW YORK; that (s)he is the EXECUTIVE DIRECTOR of the Dormitory Authority of the State of New York, the corporation described in and which executed the above Agreement; and that (s)he signed their name thereto by order of the Board of Directors of said corporation.


Notary Public

State of New York)

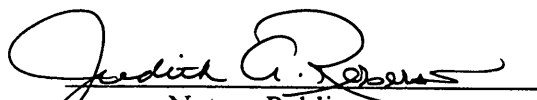
County of New York) ss:

DEBRA PULENSKEY DRESCHER, ESQ.
Notary Public, State of New York
No. 4812413
Qualified in Albany County
Commission Expires March 30, 2002

On the 4th day of October in the year 2000, before me personally came WAIDA ROSENSTEIN to me known, who, being duly sworn, did depose and say that (s)he resides in New York County, State of New York; that (s)he is the PRESIDENT of the UAW Local 2110

the labor organization described in and which executed the above Agreement; and that (s)he signed their name thereto by order of the

by-law of said labor organization and that the members of said labor organization did ratify said Agreement by a vote of the membership on the 5th day of May 2000.


Notary Public

JUDITH A. ROBERSON
Notary Public, State of New York
No. 4826019
Qualified in Bronx County
Term Expires 10-31-2002

State of New York

County of New York ss:

On the 5th day of October in the year 2000, before me personally came
SCOTT M. SOMMER to me known, who, being duly
sworn, did depose and say that (s)he resides in KINGS County, State of
New York; that (s)he is the International Representative of the
International Union, UAW

the labor organization described in and which executed the above Agreement;
and that (s)he signed their name thereto by order of the
by laws + constitution of said

labor organization and that the members of said
labor organization did ratify said Agreement by a
vote of the membership on the 8th day of May 2000.

NOTARY PUBLIC
NOTARY

James A. Robertson
Notary Public

JAMES A. ROBERTSON
Notary Public, State of New York
No. 4626019
Qualified in Bronx County
Term Expires 10-31-2002

Schedule A-1

UAW Local 2110 Proposed Employees & Positions Roster

Schedule A-1

UAW Local 2110 Proposed Employees & Positions Roster

dept_name	Position/Title	class	grade	Incumbent	empl_date
1 COUNSEL	Assistant Counsel	Professional II	42	BOUTON,Susan J.	5/28/96
2 COUNSEL	Assistant Counsel	Professional II	42	MOORE,J. Matthew	11/4/96
3 COUNSEL	Managing Assist. Counsel	Mgr or Equiv	58	PADEN,Deborah J.	8/31/87
4 COUNSEL	Assistant Counsel	Professional II	42	POTTER,Sara	10/15/96
5 COUNSEL	Senior Asst. Counsel	Upp Level Prof	50	ROSEN,Donna A.	3/18/96
6 COUNSEL	Assistant Counsel	Professional II	42	ROSS,Donald T.	9/17/98
7 COUNSEL	Senior Asst. Counsel	Upp Level Prof	50	Vacant	
8 COUNSEL	Assoc.Asst. Counsel	Senior Prof	54	Vacant	
1 HEALTH CARE MGMT.	Asst. Dir., Health Care	Mgr or Equiv	58	Raleigh(Fay),Tracy A.	10/2/97
2 HEALTH CARE MGMT.	Asst.ProgCoord/FinAnalIII	Professional III	46	MCCANN,John L.	7/1/96
3 HEALTH CARE MGMT.	Financial Analyst I	Professional I	36	TENEYCK,Peter VA., Jr.	3/29/90
4 POLICY & PRG DEVELOP	Financial Analyst II	Professional II	42	CHYZANOWSKI,Kelly Anne	9/9/93
5 POLICY & PRG DEVELOP	Financial Analyst III	Professional III	46	LANOTTE,Patricia A.	5/1/97
6 POLICY & PRG DEVELOP	Pol. and Prog.Dev. Anal.	Professional III	46	MCLEOD,Kelli A.	4/17/00
7 POLICY & PRG DEVELOP	Asst. Director,Pol & Prg.	Senior Prof	54	MEYER,Todd	5/27/99
8 POLICY & PRG DEVELOP	Research Analyst	Unknown	HRL	SAUER,Richard J.	1/11/96
9 POLICY & PRG DEVELOP	undetermined	unknown	n/a	vacant	n/a
1 OPPORTUNITY PROGRAMS	Field Representative II	Field Rep II	F2	CENTENO,Michelle	1/7/99
2 OPPORTUNITY PROGRAMS	Upstate Regional Mgr.	Upp Level Prof	50	CLAY,Michael M.	9/30/99
3 OPPORTUNITY PROGRAMS	Aff Action Specialist II	Ent Level Prof II	32	CROSKEY,Charles J.	2/27/97
4 OPPORTUNITY PROGRAMS	Senior Secretary I	Clerical III	18	LAGUERRA,Daniel	11/16/99
5 OPPORTUNITY PROGRAMS	Aff Action Specialist	Ent Level Prof I	28	LEGERE,Pamela K.	9/1/95
6 OPPORTUNITY PROGRAMS	Secretary I	Clerical I	10	NELSON,Jezette	10/21/96
7 OPPORTUNITY PROGRAMS	Asst. Dir., Opport. Prgs.	Senior Prof	54	PECK,Olivia I.	11/17/94
8 OPPORTUNITY PROGRAMS	Field Representative II	Field Rep II	F2	WILLIAMS,Dennis L.	8/26/99
9 OPPORTUNITY PROGRAMS	Senior Secretary I	Clerical III	18	WINTERS,Renee	11/18/99

1 PUBLIC FINANCE	Asst.ProgCoord/FinAnalll	Professional III	46 ASSILE,Gisele	9/1/95
2 PUBLIC FINANCE	Senior Secretary II	Para-prof.	24 MERO,Kim	5/28/98
3 PUBLIC FINANCE	Asst.ProgCoord/FinAnalll	Senior Prof	54 STEIN,Arthur	9/1/95
4 PUBLIC FINANCE	Secretary II	Clerical II	14 STEPHENSON,Donna	3/16/98
5 PUBLIC FINANCE	Financial Analyst II	Professional II	42 Storrs (Smith),Victoria L.	7/26/99
6 PUBLIC FINANCE	Senior Secretary III	Ent Level Prof I	28 VANDYK,Kathleen S.	1/23/97
7 PUBLIC FINANCE	Asst.ProgCoord/FinAnalll	Professional III	46 WARE,Arthur R.	9/1/95
1 REAL PROPERTY	Real Property Svs. Asst.	Ent Level Prof II	32 CONRAD,Nancy R.	4/13/92
2 REAL PROPERTY	Real Property Spec. I	Professional I	36 DUFFY,Christopher	7/22/99
3 REAL PROPERTY	Real Property Specialist	Professional I	36 FRANZE,Elizabeth C.	9/1/95
4 REAL PROPERTY	Assoc. Real Property Spec	Professional III	46 GURIAN,Richard J.	9/1/95
5 REAL PROPERTY	Sr. Real Property Spec.	Professional II	42 HICKMAN,Shannon A.	9/1/95
6 REAL PROPERTY	Real Property Field Rep I	Field Rep I	F1 HUCKANS,Patricia	6/14/99
7 REAL PROPERTY	Chief Appraiser	Upp Level Prof	50 ODonnell,John P.	9/1/95
8 REAL PROPERTY	Sr. Secretary I	Clerical III	18 RYAN,Kimberly E.	6/11/97
9 REAL PROPERTY	Real Property Spec.	Professional I	36 TOPPETA,John D.	3/19/98
10 REAL PROPERTY	Assoc. Real Prop. Spec.	Professional III	46 WYNNE,Richard J.	9/1/95

Note: the 11 bolded above
part of the original 12, Jack
Homkow was the other one.

Schedule A-2

Covered Employees for Severance Package Under Section 26.4

Schedule A-2

Covered Employees for Severance Package Under Section 26.4

DORMITORY EMPLOYEE	CLASSIFICATION CATEGORY AND GRADE	DORMITORY AUTHORITY POSITION
Gisele Assile	Prof. III/46	Financial Analyst III/Asst.Prog Coord.*
Susan Bouton	Prof. II/42	Assistant Counsel
Kelli A. McLeod	Prof. III/46	Policy & Program Development Analyst/Asst. Prog. Coord.*
Jack Homkow	Mgr. Or Equivalent/58	Environ. Manager III
Victoria (Smith)Storrs	Prof. II/42	Financial Analyst II
John McCann	Prof. III/46	Financial Analyst III/Asst. Prog. Coord.*
Vacant	Upper Level Prof./50	Senior Assist. Counsel
Sara Potter	Prof. II/42	Assistant Counsel
Donna Rosen	Upper Level Prof./50	Senior Assist. Counsel
Arthur Stein	Senior Prof./54	Financial Analyst III/Asst. Prog. Coord.*
Arthur Ware	Prof. III/46	Financial Analyst III/Asst. Prog. Coord.*
Tracy Fay Raleigh	Mgr. Or Equivalent/58	Assist. Dir., Health Care Programs

*The title of the position at the time of transfer from MCFFA was Assistant Program Coordinator and the Dormitory Authority's equivalent of that position to which MCFFA employees were transferred is Financial Analyst III.

Information generated as of 12/09/99

Schedule A-3

CSEA, UAW, DASNY Tripartite Agreement***

AGREEMENT BETWEEN

THE DORMITORY AUTHORITY OF THE STATE OF NEW YORK
and
THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000,
AFSCME, AFL-CIO, LOCAL 698
and
THE INTERNATIONAL UNION and ITS LOCAL 2110, UNITED AUTO WORKERS

This Agreement ("Agreement") is made by and between the Dormitory Authority of the State of New York ("the Authority"), and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Local 698 ("CSEA"), and the International Union and Its Local 2110, United Auto Workers ("UAW"), (collectively, "the parties").

1. The parties agree that the positions and employees listed in Appendix 1A will be transferred from the CSEA bargaining unit to the UAW bargaining unit. Those employees listed in Appendix 1A will be covered by the UAW Collective Bargaining Agreement effective the first day of the first pay period after the date of execution of the UAW Collective Bargaining Agreement.

2. The parties agree that the positions listed in Appendix 1B will be transferred from the UAW bargaining unit to the CSEA bargaining unit. The employee listed in Appendix 1B will be covered by the CSEA Collective Bargaining Agreement effective the first day of the first pay period after the date of execution of the UAW Collective Bargaining Agreement.

3. The parties agree that a new position listed in Appendix 1C will be created and placed in the UAW bargaining unit effective the first day of the first pay period after the date of execution

of the UAW Collective Bargaining Agreement.

4. The parties agree that effective the first day of the first pay period after the date of execution of the UAW Collective Bargaining Agreement, UAW shall represent those employees and positions listed in Appendix 1D.

5. The parties agree that employees in positions listed on Appendix 1A will receive the salary and benefits to which they are entitled under the CSEA Collective Bargaining Agreement until their position is transferred to the UAW bargaining unit and will thereafter be entitled, on a prospective basis only, to salary and benefits under the UAW Collective Bargaining Agreement.

6. The parties agree that the employee in the position listed on Appendix 1B will receive the salary and benefits, including retroactivity, to which he is entitled under the UAW Collective Bargaining Agreement until his position is transferred to the CSEA collective bargaining unit and will thereafter be entitled, on a prospective basis only, to salary and benefits under the CSEA Collective Bargaining Agreement.

7. The parties agree that positions created in the future will be represented in the following manner:

- a. where one union represents an entire Authority unit, all vacancies and new positions, including new titles, except those that are managerial or

confidential, will be represented by that union (e.g., UAW for Real Property, CSEA for SEQRA); and

- b. where both unions represent employees in an Authority unit, all new positions, including new titles, except those that are managerial or confidential, will be represented on a proportional basis by the CSEA or UAW depending on the proportion of employees in that Authority unit represented by CSEA and UAW on the date this Agreement is executed; and
- c. all existing positions which are reclassified and existing vacancies filled will be represented by the Union which represents the position as of the date this Agreement is executed; and
- d. if new positions are created in units which do not presently exist or CSEA and UAW do not agree with the determination by the Authority of bargaining unit placement for those new positions, including new titles, referred to in paragraph 7(b) above, then the parties agree to meet and confer to try to resolve such bargaining unit placement prior to seeking intervention from a third party; and
- e. and the parties agree this Agreement will modify and amend the collective bargaining agreement for CSEA for the period April 1, 1999 through March 31, 2003.

8. UAW agrees that it will withdraw with prejudice the following Improper Practice Charges which were filed with the Public Employment Relations Board ("PERB"): Case No. U-17375; Case No. U-17544; and Case No. U-17543.

9. CSEA agrees to withdraw its petition for Unit Clarification and/or Unit Placement (Case No. CP-634 and CP-608). CSEA and UAW agree that they will not file a petition for Unit Clarification and/or Unit Placement concerning the positions contained in Appendix 1A, 1B, 1C, 1D, 2 or 3 and will not contest the representation of these positions for the duration of the UAW and CSEA Collective Bargaining Agreements.

10. CSEA and UAW agree to withdraw any opposition to the Authority's application in PERB Case No. E-2151 for the designation of the individuals set forth in Appendix 2 as managerial or confidential. CSEA and UAW further agree to sign a consent to designation of those positions as managerial or confidential.

11. The Authority agrees to withdraw the portion of the Authority's Application in PERB Case No. E-2151 which seeks the designation of the individuals set forth in Appendix 3 as managerial or confidential.

DORMITORY AUTHORITY OF THE STATE
OF NEW YORK

By:

T. Murphy

CIVIL SERVICE EMPLOYEES ASSOCIATION

By:

John J. ...

Director of Labor Relations
THE INTERNATIONAL UNION AND ITS
LOCAL 2110, UNITED AUTO WORKERS

By:

u u

Dated: May 15th 2000

APPENDIX 1A

CSEA Transfer of Positions to UAW

Counsel's Office

Matthew J. Moore	Assistant Counsel
Deborah J. Paden	Managing Assist. Counsel
Donald T. Ross	Assistant Counsel
Vacancy of Jennings	Assoc. Asst. Counsel

Real Property

Nancy Conrad	Real Property Svs. Asst.
Christopher Duffy	Real Property Spec. I
Elizabeth C. Franze	Real Property Specialist
Richard J. Gurian	Assoc. Real Property Spec.
Shannon A. Hickman	Sr. Real Property Spec.
Patricia Huckans	Real Property Field Rep. I
John P. O'Donnell	Chief Appraiser
Kimberly E. Ryan	Sr. Secretary I
John D. Toppeta	Real Property Spec.
Richard J. Wynne	Assoc. Real Prop. Spec.

Opportunity Programs

Michelle Centeno	Field Representative II
Michael M. Clay	Upstate Regional Manager
Charles J. Croskey	Aff. Action Specialist II
Daniel Leguerra	Senior Secretary I
Pamela K. Legere	Aff. Action Specialist
Jezette Nelson	Secretary I
Olivia Peck	Asst. Dir., Opport. Prgs.
Dennis Williams	Field Representative II
Renee Winters	Senior Secretary I

Policy and Programs

Kelly Anne Cherzanowski	Financial Analyst II
Patricia A. Lanotte	Financial Analyst III
Todd Meyer	Asst. Director, Pol. & Prg.
Richard J. Sauer	Research Analyst
Peter Ten Eyck	Financial Analyst I

Public Finance

Kim Mero
Donna Stephenson
Kathleen S. Vandyk

Senior Secretary II
Secretary II
Senior Secretary III

--

APPENDIX 1B

UAW Transfer of Position to CSEA

Jack Homkow, Envir. Mgr. III - SEQRA

APPENDIX 1C

Dormitory Authority New Position for UAW

New Position in Policy and Program Development

APPENDIX 1D

UAW Negotiating Unit Effective With Tri-Partite Agreement

Counsel's Office

Susan J. Bouton	Assistant Counsel
J. Matthew Moore	Assistant Counsel
Deborah J. Paden	Managing Assist. Counsel
Sara Potter	Assistant Counsel
Donna A. Rosen	Senior Asst. Counsel
Donald T. Ross --	Assistant Counsel
Vacancy	Assoc. Asst. Counsel
Vacancy	Senior Asst. Counsel

Health Care Management

Tracy A. Fay	Asst. Dir.
John L. McCann	Asst. Prog. Coord/Fin. Analyst III

Policy & Prg Development

Kelly Anne Chrzanowski	Financial Analyst II
Patricia A. Lanotte	Financial Analyst III
Kelli A. McLeod	Pol. And Prog. Dev. Anal.
Todd Meyer	Asst. Director, Pol. & Prg.
Richard J. Sauer	Research Analyst
Peter Teneyck, Jr.	Financial Analyst I
Vacancy	Undetermined

Opportunity Programs

Michelle Centeno	Field Representative II
Michael M. Clay	Upstate Regional Manager
Charles J. Croskey	Aff. Action Specialist II
Daniel Laguerra	Senior Secretary I
Pamela K. Legere	Aff. Action Specialist
Jezette Nelson	Secretary I
Olivia I. Peck	Asst. Dir., Opport. Prgs.

Dennis L. Williams
Renee Winters

Field Representative II
Senior Secretary I

Public Finance

Gisele Assile
Kim Mero
Arthur Stein
Donna Stephenson
Victoria L. Storrs
Kathleen S. Vandyk
Arthur R. Ware

Asst. Prog. Coord./Fin. Analyst III
Senior Secretary II
Asst. Prog. Coord./Fin. Analyst III
Secretary II
Financial Analyst II
Senior Secretary III
Asst. Prog. Coord./Fin. Analyst III

Real Property

Nancy R. Conrad
Christopher Duffy
Elizabeth C. Franze
Richard J. Gurian
Shannon A. Hickman
Patricia Huckans
John P. O'Donnell
Kimberly E. Ryan
John D. Toppeta
Richard J. Wynne

Real Property Svs. Asst.
Real Property Spec. I
Real Property Specialist
Assoc. Real Property Spec.
Sr. Real Property Spec.
Real Property Field Rep. I
Chief Appraiser
Sr. Secretary I
Real Property Spec.
Assoc. Real Prop. Spec.

APPENDIX 2

Positions Designated Managerial or Confidential In Accordance With CSEA, UAW, DASNY Agreement

A. Positions Designated Managerial

Becker, Margaret	Director, Financing Coordination, Public Finance
Bianchi, Enrico	Sr. Director, Project Management
Boiko, Steven	Assistant General Counsel, Counsel's Office
Burgdorf, Paul	Director, Communication & Marketing
Caffrey, James	-- Director, Risk Management
Casey, Paul	Director of Administrative Analysis, Policy and Program Development
Cinelli, Pasquale	Chief, Upstate Region, Health Services
Cirelli, Louis	Chief, Design Services, Rehab & Design
Corrigan, Mike	Deputy Chief Financial Officer, Finance
Dall, James	Chief, Field Operations
Dominelli, Edward	Director, Internal Affairs
Drescher, Debra	Associate General Counsel
Falvey, Dennis	Chief Project Manager, Health & Hospital Corp.
Favitta, Leigh	Director, Information Services
Fraser, Robert	Director, Engineering Services
Ganz, Marc	Director, Real Property
Graber, Karen	Senior Director, Procurement
Gray, James	Director, SUNY & Independents
Guiley, Thomas	Managing Director, Policy and Program Development
Ishmael, Cheryl	Managing Director, Public Finance
Jackson, Emory	Director, Opportunity Programs
Kolk, Michael	Director, CUNY Capital Programs
Lapetina, Mauro	Assistant General Counsel
Lefebvre, Laura	Director, Health Care Programs
Mannix, Thomas	Manager, Purchasing
McDowell, Donald	Director, Health Svcs Program
McGlinchy, Peter	Director, Metropolitan Operations
Murphy, Thomas	Executive Director
Pasicznyk, John	Chief Financial Officer
Patrick, Harrie	Deputy General Counsel
Piscatella, Phillip	Chief, Downstate Region, Health Services

Pohl, Jeffrey	General Counsel
Pugliese, Felix	Senior Director Operations
Rufer, Mark	Sr. Director, Public Finance
Ruiz, Israel	Manager of Client Relations, N.Y. Capital Program
Stabulas, Michael	Chief, CUNY Rehab
Tatro, Susan	Managing Assistant Counsel
Van Vleck, Doug	Managing Director of Construction
Wood, Phillip	Deputy Executive Director

B. Positions Designated Confidential

Ashley, Helen	Senior Secretary II, Communications; Marketing
Banahan Bonnie	Executive Assistant
Banahan, Colleen (Hummel)	Senior Secretary II, Counsel's Office
Boomer, Patricia	Human Resources Assistant III, Human Resources
Colacino, Diane	Senior Secretary II; Policy and Program Development
Corina-Hickey, Lynne	Associate Executive Assistant
Dow, Brian	Investigation Auditor; Internal Audit
Hayes, Brigid	Human Resources Assistant II
Hutton, Claudia	Press Officer, Communications; Marketing
Kelly, Tammie C.	Strategic Assessment Specialist; Marketing & Communication
McMullen, Donna	Human Resources Specialist
Mims, Joan	Internal Auditor, Internal Audit
Monahan, Dennis	Security Coord. II
Niazi, Luisa	Human Resources Manager
Rider, Sharon	Senior HR Specialist

APPENDIX 3

*Positions DASNY Withdraws from Managerial/Confidential
Application In Accordance with CSEA, UAW, DASNY Agreement*

Andrus, John
Beerle, Gail
D'Ambrosio, Nicholas
DeSalvatore, Lewis
Gallup, Elizabeth
Jones, Barry
Joshi, Mukund
Kvam, David
McGrath, Timothy
Navarro, Santiago
Nikolsky, Edward
Peck, Oliva
Purcell, Andrew
Raleigh, Tracy Fay
Robinson, Liz
Rock, Pearl Ellen

Ross, Donald
Ryan, Kimberly
Sarin, Narinder
Smith, Godfrey
Vance, Peter
Walsh, Robert
Weber, Patricia
Wilson, John
Zakarian, Thomas
Zamor, Claude

Chief Project Manager, SUNY-IND.
Human Resources Specialist, Human Resources
Project Manager III
Assistant Director, Asset Management
Manager, Disbursements
Building Manager II
Chief Project Manager, Downstate; Indep.
-- Assistant Director, Public Finance
Project Manager III
Chief Project Manager; SUNY's Indep.
Project Manager III
Assistant Director, Opportunity Programs
Assistant Director, Public Finance
Assistant Director, Health Care Programs
Staff Development Specialist, Human Resources
Project Management Assistant, Construction
Services
Assistant Counsel
Senior Secretary I, Real Property
Chief Project Manager, Indep. Instit.
Assistant Director, Purchasing
Assistant Director, Information Services
Project Manager III
Project Manager III
Chief Project Manager, N.Y.C. Courts Program
Project Manager III
Project Manager III

Schedule B

Position Classification Categories & Salary Ranges

Schedule B

Position Classification Categories & Salary Ranges

		April 1, 1999		April 1, 2000		April 1, 2001		April 1, 2002	
		General Increase 2.0%		General Increase 2.5%		General Increase 3.0%		General Increase 3.5%	
	<u>Classification</u>	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
6	Clerical Assistant	18,484	23,991	18,946	24,591	19,514	25,328	20,197	26,215
10	Clerical I	20,024	26,053	20,525	26,704	21,140	27,505	21,880	28,468
14	Clerical II	21,984	28,616	22,534	29,331	23,210	30,211	24,022	31,269
18	Clerical III	24,367	31,680	24,976	32,472	25,725	33,446	26,626	34,617
24	Para-professional	28,729	37,219	29,447	38,149	30,331	39,294	31,392	40,669
28	Entry Level Professional I	32,165	41,536	32,969	42,574	33,958	43,852	35,147	45,386
32	Entry Level Professional II	36,021	46,357	36,922	47,516	38,029	48,941	39,360	50,654
36	Professional I	40,299	51,680	41,306	52,972	42,546	54,561	44,035	56,471
42	Professional II	47,509	60,603	48,697	62,118	50,158	63,982	51,913	66,221
46	Professional III	52,840	67,178	54,161	68,857	55,786	70,923	57,738	73,405
50	Upper Level Professional	58,593	74,256	60,058	76,112	61,860	78,396	64,025	81,140
54	Senior Professional	64,767	81,835	66,386	83,881	68,378	86,397	70,771	89,421
58	Manager or Equivalent	71,364	89,916	73,148	92,164	75,343	94,929	77,980	98,251
60	Chief or Equivalent	78,000	100,000	79,950	102,500	82,349	105,575	85,231	109,270

Schedule C

Workers' Compensation Supplemental Benefits: Rules & Regulations

Schedule C

Workers' Compensation Supplemental Benefits Rules and Regulations

- 1 (a) Employees necessarily absent from duty because of an occupational injury, disease or condition as defined in the Workers' Compensation Law shall be eligible for a Workers' Compensation Supplemental Benefit (Supplement) as provided in this Appendix. Determinations of the Workers' Compensation Board regarding compensability of claims shall be binding upon the parties.
- (b) A workers' compensation injury shall mean any occupational injury, disease or condition found compensable as defined in the Workers' Compensation Law.
- 2 (a) An employee who suffers a compensable occupational injury shall receive, in addition to the payment by the insurance carrier, a payment (Supplement) sufficient to provide an employee with 100% of the net pay that the employee received prior to the occupational injury, subject to §2 (c) below.
- (b) For the purposes of this Appendix, net pay shall mean gross pay minus federal, state, city (where applicable) withholding tax and FICA.
- (c) The Authority shall make all previously authorized payroll deductions to the extent practicable from the net Supplement. Where the net supplement is large enough, the Authority shall first make health insurance, retirement, and union dues/agency fee deductions and thereafter such other deductions that the supplement may accommodate.
- 3 (a) In order to be eligible for the supplement to the insurance carrier payment from the first day of the award, an employee who suffers an occupational injury shall notify the Authority upon the employee's first day of absence or within seven (7) calendar days of sustaining the injury.
- (b) Where an employee is unable to provide the notice required in §3(a), notice may be provided by an attending physician or family member. The employee shall thereafter verify the information provided.
- (c) Where an employee is suffering from a condition which is ultimately diagnosed as arising out of the employee's occupation, and such diagnosis is beyond the time limit set forth in §3(a), the date that the employee is advised of the diagnosis shall commence the employee's seven (7) day notice requirement.
- (d) Where an employee's notification to the Authority exceeds the time limit set forth in §3(a), an employee's eligibility for the Supplement shall commence with the date of notice.

- (e) The Authority may, at its sole discretion, waive a late notification and pay the Supplement from the first day of the award, upon good cause shown by the employee for such late notice.
 - (f) Employees who miss a medical appointment scheduled by the insurance carrier shall be placed on leave without pay until either the next medical appointment is attended or the employee returns to work, whichever is sooner. In no instance shall the period of leave without pay for a missed appointment exceed two (2) days, however, such leave without pay may be waived by the Authority upon submission of an acceptable explanation by the employee. In no event shall the leave without pay be implemented unless the insurance carrier can attest to the timely delivery of the notice to the employee's address.
- 4 (a) There shall be one Workers' Compensation Law seven (7) calendar day waiting period per occupational injury.
- (b) There shall be no Workers' Compensation Benefit for the first seven (7) calendar days of disability, provided, however, that in the case that the compensable injury results in a disability of more than fourteen (14) calendar days, the Supplement shall be allowed from the first day of disability.
- 5 (a) Where the employee's workers' compensation claim is not controverted by the insurance carrier, an employee necessarily absent from duty because of an occupational injury may use accruals, leave credits, including personal leave, from the first day of disability until payment from the insurance carrier or workers' compensation award, whichever is sooner.
- (b) The Authority shall advance leave with pay to an employee eligible to accrue leave credits but who has exhausted her/his leave credits, unless such employee requests otherwise in writing.
 - (c) Where the Workers' Compensation Board issues an award in favor of the employee, the credits charged for the period covered by the Board award will be recredited to the employee in full, upon the employee's return to work, placement on restricted duty, expiration of the Supplement, or separation from service, whichever shall occur sooner. Credits so recredited may be used again for future absences attributable to the same injury or disease.
 - (d) Where the employee's disability is between seven (7) and fourteen (14) calendar days, credits will be recredited to day seven (7). Where the employee's disability exceeds fourteen (14) days, credits will be recredited to the first day of disability.
 - (e) Upon an employee's return to work or payment from the insurance carrier, which ever is later, the employee shall receive the Supplement and workers' compensation award for the period covered by §5(d) and the notice requirements of §3.

- 6 (a) Where an employee's workers' compensation is controverted by the insurance carrier upon the ground that the disability did not arise out of or in the course of employment, the employee may utilize leave credits (including sick leave at half pay) pending a determination by the Workers' Compensation Board.
- (b) In the event that the employee's controverted claim is decided in the employee's favor, the leave credits used by the employee shall be recredited for the period of the award (to day one if the disability exceeds fourteen (14) calendar days, to day seven (7) if the disability is between seven (7) and fourteen (14) calendar days). Upon the employee's return to work or issuance of a workers' compensation award, whichever is later, the employee shall receive the Supplement and insurance carrier paid workers' compensation benefits for the period of recredited credits provided in this Section, subject to the notice provisions set forth in §3.
- (c) If the employee was on leave without pay pending the issuance of the award by the Workers' Compensation Board, the employee shall receive the full Supplement for the period of the award, subject to the notice provisions set forth in §3.
- (d) If the employee was on sick leave at half pay for the period pending the award, the employee will receive the Supplement to 100% of the net and the sick leave at half pay usage will be restored to the employee.
- 7 The Supplement shall be provided for absences due to therapy, doctor's appointments for the compensable injury and other continuing treatment as required if found compensable by the Workers' Compensation Board. The Supplement shall be paid at the same time as the Workers Compensation Board payments for such absences.
- 8 (a) An employee receiving the Supplement as provided in this Appendix shall be considered on the payroll for purposes of accruing seniority, continuous service, health insurance and accrual of vacation and sick leave, personal leave, social security and retirement as provided by law.
- (b) When vacation credits are restored pursuant to this Appendix as such, restoration causes the total vacation credits to exceed forty (40) days, a period of one (1) year from the date of the return of the credits or the date of return to work, whichever is later, is allowed to reduce the total accumulation to forty (40) days.
- (c) The Supplement shall be provided for a period of up to nine (9) months (39 weeks) for each occupational injury as defined in the Appendix. At the expiration of the nine (9) months (39 weeks) of the Supplement period, an employee shall be allowed to draw accrued leave credits, and upon exhausting leave credits, shall be allowed sick leave at half pay, if eligible.

- (d) An employee who draws leave credits as provided in §8 (c) shall be entitled to restoration of such credits, including those used for absences of less than one full day, as are used during a period of absence for which an award of compensation has been made and credited to the Authority as reimbursement for wages paid. Such restoration shall occur upon the issuance of an award by the Workers' Compensation Board.
- 9 Where a workers' compensation claim is contested by the insurance carrier, the parties will abide by the determination of the Workers' Compensation Board.

Schedule D

Retroactive Compensation Package for Each Eligible Employee

Schedule D
DORMITORY AUTHORITY STATE OF NEW YORK
GRADE AND SALARY HISTORY OF
UAW EMPLOYEES
AS OF 3/31/00

Gisele Assile - Grade 46

Current Base Salary (3/31/00)

\$59,287

CSEA Base Salary (3/31/00)

\$67,037

Total Retro Payment (3/31/00)

\$15,658 plus the retro from 4/1/00 through settlement

		Base Salary Comparison				Payout Reconciliation			
Date	Transaction:	Rating	Grd/ Stp	UAW	As CSEA	Actual Payout UAW	Payout As CSEA	Net	
9/1/95	Salary as of merger		23 (3-4)	56,500	56,500				
11/1/95	Location Pay								
	Increment		23 (4-5)	1,979					
	1995-1996			58,479	56,500	33,507	33,132	(375)	
4/1/96	COLA-2%				1,150	58,479	56,500		
4/1/96	Merit	3			983		1,150		
4/1/96	Location Pay						983		
11/1/96	Increment		23 (5)	808		334	783		
	1996-1997			59,287	58,633	58,813	59,416	603	62689
4/1/97	COLA-2%				1,194		1,194		
4/1/97	Merit	3			1,085		1,085		
4/1/97	Location Pay						799		
	1997-1998			59,287	60,912	59,287	61,711	2,424	63943
4/1/98	COLA-3%				1,870		1,870		
4/1/98	Merit	3			1,431		1,431		
4/1/98	Location Pay						823		
	1998-1999			59,287	64,214	59,287	65,037	5,750	65681
4/1/99	COLA-2%				1,314		1,314		
4/1/99	Merit	3			1,509	1,393	1,509		
4/1/99	Location Pay						900		
	1999-2000			59,287	67,037	60,680	67,937	7,257	67178
	Current grade/base salary		23 (5)	59,287	67,037			15,658 Retro	

Actual Merit percentages
were as follows:

Rating	3	4	5
4/1/96	1.74%	2.32%	2.90%
4/1/97	1.85%	2.47%	3.08%
4/1/98	2.35%	3.13%	3.91%
4/1/99	2.35%	3.14%	3.92%

**DORMITORY AUTHORITY STATE OF NEW YORK
GRADE AND SALARY HISTORY OF
UAW EMPLOYEES
AS OF 3/31/00**

Current Base Salary (3/31/00)	\$ 51,000
CSEA Base Salary (3/31/00)	\$ 52,020
Total Retro Payment (3/31/00)	\$ 1,020 plus the retro from 4/1/00 through settlement

Payout Reconciliation

<u>Actual</u> <u>Payout</u> <u>UAW</u>	<u>Payout</u> <u>As</u> <u>CSEA</u>	<u>Net</u>
27,943	27,943	0
51,000	51,000	
	1,020	
51,000	52,020	1,020
		<hr/>
		1,020 Retro

Schedule D
DORMITORY AUTHORITY STATE OF NEW YORK
GRADE AND SALARY HISTORY OF
UAW EMPLOYEES
AS OF 3/31/00

Tracy Fay Raleigh - Grade 46

Current Base Salary (3/31/00)	\$	71,364
CSEA Base Salary (3/31/00)	\$	71,364
Total Retro Payment (3/31/00)	\$	2,477 plus the retro from 4/1/00 through settlement

Base Salary
Comparison

Payout
Reconciliation

Date Transaction:	<u>Rating</u>	<u>Grd/ Stp</u>	<u>UAW</u>	<u>As CSEA</u>	<u>Actual Payout UAW</u>	<u>Payout As CSEA</u>	<u>Net</u>
10/2/97 Appointment 1997-1998		46	52,000 52,000	52,000 52,000	25,701 52,000	25,701 52,000	0
4/1/98 COLA 3% 1998-1999				1,560 53,560		1,560	
4/1/99 COLA 2%				1,071	52,000	53,560	1,560
4/1/99 Merit	4				1,682	1,682	
8/9/99 Promotion 1999-2000		58	19,364 71,364	16,733 71,364	12,612 66,294	10,898 67,211	917
Current grade/base salary		46	71,364	71,364			2,477 Retro

Actual Merit percentages
were as follows:

Rating	3	4	5
4/1/96	1.74%	2.32%	2.90%
4/1/97	1.85%	2.47%	3.08%
4/1/98	2.35%	3.13%	3.91%
4/1/99	2.35%	3.14%	3.92%

**Schedule D
DORMITORY AUTHORITY STATE OF NEW YORK
GRADE AND SALARY HISTORY OF
UAW EMPLOYEES
AS OF 3/31/00**

Jack Hornkow - Grade 58

Current Base Salary (3/31/00)	\$	75,524
CSEA Base Salary (3/31/00)	\$	89,829
Total Retro Payment (3/31/00)	\$	30,559 plus the retro from 4/1/00 through settlement

Base Salary Comparison					Payout Reconciliation				
Date	Transaction:	Rating	Grd/ Stp	UAW	As CSEA	Actual Payout UAW	Payout As CSEA	Net	
9/1/95	Salary as of merger		23 (5)	69,949	69,949	40,468	40,468		
	Location Pay						444		
	1995-1996			69,949	69,949	40,468	40,912	444	74869
4/1/96	COLA-2%				1,423	69,949	69,949		
4/1/96	Merit	3			1,217		1,423		
4/1/96	Location Pay						1,217		
	1996-1997			69,949	72,589	69,949	73,372	3,423	76366
4/1/97	COLA-2%				1,479		1,479		
4/1/97	Merit	3			1,343		1,343		
4/1/97	Location Pay						799		
11/1/97	Longevity increase		23 (5)	1,979		1,979			
	1997-1998			71,928	75,411	71,928	76,210	4,282	77893
4/1/98	COLA-3%				2,468		2,468		
4/1/98	Merit	5			2,949		2,949		
4/1/98	Location Pay						823		
4/30/98	Reclass		58	3,596	3,918	3,293	3,432		
	1998-1999			75,524	84,746	75,221	85,083	9,862	88153
4/1/99	COLA-2%				1,761		1,761		
4/1/99	Merit	5			3,322	2,961	3,322		
4/1/99	Location Pay						900		
	1999-2000			75,524	89,829	78,182	90,729	12,547	89916
	Current grade/base salary		58	75,524	89,829			30,559 Retro	

Actual percentages were as follows:

Rating	3	4	5
4/1/96	1.74%	2.32%	2.90%
4/1/97	1.85%	2.47%	3.08%
4/1/98	2.35%	3.13%	3.91%
4/1/99	2.35%	3.14%	3.92%

John McCann - Grade 46

Current Base Salary (3/31/00)	\$ 62,689
CSEA Base Salary (3/31/00)	\$ 67,178
Total Retro Payment (3/31/00)	\$ 11,938 plus the retro from 4/1/00 through settlement

		Base Salary Comparison				Payout Reconciliation			
Date	Transaction	Rating	Grd/ Stp	UAW	As CSEA*	Actual Payout UAW	Payout As CSEA	Net	
7/1/96	Appointment		46	62,689	62,689	47,077	47,077		
	Location Pay						588		
	1996-1997			62,689	62,689	47,077	47,665	588	62689
4/1/97	COLA-2%				1,254	62,689	62,689		
4/1/97	Merit	3					1,254		
4/1/97	Location Pay						1,160		
6/30/97	Trf. from NYC to Albany						196		
	1997-1998			62,689	63,943	62,689	65,299	2,610	63943
4/1/98	COLA-3%				1,918		1,918		
4/1/98	Merit	2					1,004		
	1998-1999			62,689	65,861	62,689	66,865	4,176	65861
4/1/99	COLA-2%				1,317		1,317		
4/1/99	Merit	3				1,473	1,548		
	1999-2000			62,689	67,178	64,162	68,726	4,564	67178
	Current grade/base salary		46	62,689	67,178			11,938	Retro

- Employee is at top of range. Merits are not added to the base.

Actual Merit percentages were as follows:

Rating	2	3	4	5
4/1/96		1.74%	2.32%	2.90%
4/1/97	1.23%	1.85%	2.47%	3.08%
4/1/98	1.57%	2.35%	3.13%	3.91%
4/1/99	1.57%	2.35%	3.14%	3.92%

Schedule D
DORMITORY AUTHORITY STATE OF NEW YORK
GRADE AND SALARY HISTORY OF
UAW EMPLOYEES
AS OF 3/31/00

Matthew McKeon - Grade 50

Current Base Salary (3/31/00) \$ 57,444

CSEA Base Salary (3/31/00) \$ 60,433

Total Retro Payment (3/31/00) \$ 1,185 plus the retro from 4/1/00 through settlement or resignation which ever is effective first

		Base Salary Comparison				Payout Reconciliation		
Date	Transaction:	Rating	Grd/ Stp	UAW	As CSEA	Actual Payout UAW	Payout As CSEA	Net
11/25/96	Appointment		42	48,960	48,960			
	1996-1997			48,960	48,960	17,070	17,070	0
4/1/97	COLA-2%			979	979	48,960	48,960	
	1997-1998			49,939	49,939	979	979	
4/1/98	Merit	4		1,565	1,565	49,939	49,939	0
4/1/98	Reclass		50	4,267	4,267	1,565	1,565	
4/1/98	COLA-3%			1,673	1,673	4,267	4,267	
	1998-1999			57,444	57,444	1,673	1,673	
4/1/99	Merit	4			1,804	57,444	57,444	0
4/1/99	COLA-2%				1,185	1,804	1,804	
	1999-2000			57,444	60,433		1,185	
	Current grade/base salary		50	57,444	60,433	59,248	60,433	1,185 Retro

Actual Merit percentages
were as follows:

Rating	3	4	5
4/1/96	1.74%	2.32%	2.90%
4/1/97	1.85%	2.47%	3.08%
4/1/98	2.35%	3.13%	3.91%
4/1/99	2.35%	3.14%	3.92%

**Schedule D
DORMITORY AUTHORITY STATE OF NEW YORK
GRADE AND SALARY HISTORY OF
UAW EMPLOYEES
AS OF 3/31/00**

Sara Potter - Grade 42

Current Base Salary (3/31/00)	\$	52,645	
CSEA Base Salary (3/31/00)	\$	54,960	
Total Retro Payment (3/31/00)	\$	1,078	plus the retro from 4/1/00 through settlement

		Base Salary Comparison				Payout Reconciliation		
Date Transaction:		Rating	Grd/ Stp	UAW	As CSEA	Actual Payout UAW	Payout As CSEA	Net
10/15/96	Appointment		42	48,960	48,960			
	1996-1997			48,960	48,960	22,510	22,510	0
4/1/97	COLA-2%			979	979	48,960	48,960	
	1997-1998			49,939	49,939	979	979	
4/1/98	Merrit	3		1,173	1,173	49,939	49,939	0
4/1/98	COLA-3%			1,533	1,533	1,173	1,173	
	1998-1999			52,645	52,645	1,533	1,533	
4/1/99	Merrit	3			1,237	52,645	52,645	0
4/1/99	COLA-2%				1,078	1,237	1,237	
	1999-2000			52,645	54,960		1,078	
				52,645	54,960	53,882	54,960	1,078
	Current grade/base salary		42	52,645	54,960			1,078 Retro

Actual Merit percentages were as follows:

Rating	3	4	5
4/1/96	1.74%	2.32%	2.90%
4/1/97	1.85%	2.47%	3.08%
4/1/98	2.35%	3.13%	3.91%
4/1/99	2.35%	3.14%	3.92%

Schedule D
DORMITORY AUTHORITY STATE OF NEW YORK
GRADE AND SALARY HISTORY OF
UAW EMPLOYEES
AS OF 3/31/00

Donna Rosen - Grade 50

Current Base Salary (3/31/00)	\$	57,444
CSEA Base Salary (3/31/00)	\$	60,433
Total Retro Payment (3/31/00)	\$	1,185 plus the retro from 4/1/00 through settlement

		Base Salary Comparison		Payout Reconciliation	
Date Transaction:		Rating	Grd/ Stp	UAW	As CSEA
3/18/96 Appointment 1995-1996			42	48,000	48,000
				1,839	1,839
				48,000	48,000
4/1/96 COLA-2% 1996-1997				960	960
				48,960	48,960
4/1/97 Merit	4			1,208	1,208
4/1/97 COLA-2% 1997-1998				1,003	1,003
				51,171	51,171
4/1/98 Merit	4			1,603	1,603
4/1/98 Reclass			50	2,997	2,997
4/1/98 COLA-3% 1998-1999				1,673	1,673
				57,444	57,445
4/1/99 Merit	4			1,804	1,804
4/1/99 COLA-2% 1999-2000				1,185	1,185
				57,444	60,433
				59,248	60,433
Current grade/base salary			50	57,444	60,433
					1,185 Retro

Actual Merit percentages were as follows:

Rating	3	4	5
4/1/96	1.74%	2.32%	2.90%
4/1/97	1.85%	2.47%	3.08%
4/1/98	2.35%	3.13%	3.91%
4/1/99	2.35%	3.14%	3.92%
4/1/00	2.08%	2.77%	3.46%

**Schedule D
DORMITORY AUTHORITY STATE OF NEW YORK
GRADE AND SALARY HISTORY OF
UAW EMPLOYEES
AS OF 3/31/00**

Arthur Stein - Grade 54

Current Base Salary (3/31/00)	\$	68,705
CSEA Base Salary (3/31/00)	\$	81,518
Total Retro Payment (3/31/00)	\$	29,221 plus the retro from 4/1/00 through settlement

Base Salary Companson					Payout Reconciliation				
Date	Transaction:	Rating	Grd/ Stp	UAW	As CSEA	Actual Payout UAW	Payout As CSEA	Net	
9/1/95	Salary as of merger		22 (5)	68,705	68,705	39,748	39,748		
	Location Pay						445		
	1995-1996			68,705	68,705	39,748	40,193	445	74869
4/1/96	COLA-2%				1,398	68,705	68,705		
4/1/96	Merit	3			1,195		1,398		
4/1/96	Location Pay						1,195		
4/29/96	Trf. from NYC to Albany						783		
	1996-1997			68,705	71,298		(723)		
4/1/97	COLA-2%				1,452	68,705	71,358	2,653	20 days location
4/1/97	Merit	3			1,319		1,452		
	1997-1998			68,705	74,070		1,319		
4/1/98	COLA-3%				2,274	68,705	74,130	5,425	77893
4/1/98	Merit	3			1,741		2,274		
	1998-1999			68,705	78,085		1,741		
4/1/99	COLA-2%				1,598	68,705	78,145	9,440	80230
4/1/99	Merit	3			1,835		1,598		
	1999-2000			68,705	81,518	1,615	1,835		
				68,705	81,518	70,320	81,578	11,258	81835
	Current grade/base salary		22 (5) - 54	68,705	81,518			29,221 Retro	

Actual Merit percentages
were as follows:

Rating	2	3	4	5
4/1/96	none	1.74%	2.32%	2.90%
4/1/97	1.23%	1.85%	2.47%	3.08%
4/1/98	1.57%	2.35%	3.13%	3.91%
4/1/99	1.57%	2.35%	3.14%	3.92%
4/1/00	1.38%	2.08%	2.77%	3.46%

**Schedule D
DORMITORY AUTHORITY STATE OF NEW YORK
GRADE AND SALARY HISTORY OF
UAW EMPLOYEES
AS OF 3/31/00**

Arthur Ware - Grade 46

Current Base Salary (3/31/00)	\$	56,156
CSEA Base Salary (3/31/00)	\$	66,516
Total Retro Payment (3/31/00)	\$	19,587 plus the retro from 4/1/00 through settlement

		Base Salary Comparison	Payout Reconciliation	
Date Transaction:	Rating	Grd/ Stp UAW	As CSEA	Actual Payout UAW
9/1/95 Salary as of merger		21 (4-5)	52,582	
11/1/95 Increment		21 (5)	900	
1995-1996			53,482	52,582
			30,793	30,421
			53,482	52,582
4/1/96 COLA-2%				1,070
4/1/96 Merit	3		915	1,070
1996-1997			53,482	54,567
4/1/97 COLA-2%				1,112
4/1/97 Merit	3		1,009	1,112
1997-1998			53,482	56,688
4/1/98 Reclass		46	2,674	2,923
4/1/98 COLA-3%				1,842
4/1/98 Merit	4		1,774	1,842
1998-1999			56,156	63,227
4/1/99 COLA-2%				1,304
4/1/99 Merit	4		1,985	1,304
1999-2000			56,156	66,516
			57,919	66,516
Current grade/base salary		46	56,156	66,516
				19,587 Retro
				56553
				57684
				65861
				67178

Actual Merit percentages
were as follows:

Rating	3	4	5
4/1/96	1.74%	2.32%	2.90%
4/1/97	1.85%	2.47%	3.08%
4/1/98	2.35%	3.13%	3.91%
4/1/99	2.35%	3.14%	3.92%
4/1/00	2.08%	0	0